

REQUEST FOR PROPOSAL: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM (“PTCS”) PHASE 1 IN PRASA WESTERN CAPE

TENDER NUMBER: HO/SAD/501/09/2023



BID NUMBER: HO/SAD/501/09/2023.

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM (“PTCS”) PHASE 1 IN PRASA WESTERN CAPE

CLOSING DATE	28 March 2024
CLOSING TIME	12:00
BRIEFING SESSION	COMPULSORY BRIEFING
	12 February 2024
	TIME: 10:00
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA
BIDDER NAME

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Disclaimer

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by PRASA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by PRASA or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither PRASA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by PRASA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of PRASA or consultant to PRASA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the “Confidential Information Provided”). The Confidential Information provided may be made available to Bidder’s subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.

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These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders, Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of PRASA and must be delivered to PRASA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than PRASA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of PRASA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

PRASA is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that PRASA reserves the right to:

- Modify the RFP’s goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP’s closing date;
- Make no award at all;

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- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

To adopt any proposal made by any bidder at any time and to include such proposal in any procurement document which may or may not be made available to other bidders.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and PRASA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract and/or place the Respondent on PRASA’s list of Restricted Suppliers.

PRASA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

PRASA reserves the right to negotiations Best and Final Offer (BAFO) with selected Respondents where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

PRASA will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

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LIST OF BID DOCUMENTS

INVITATION TO BID PART A	Form A
TERMS AND CONDITIONS FOR BIDDING PART B	Form B
TENDER FORM (PRICING SCHEDULE)	Form C
SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION	Form D
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1 LIST OF ANNEXURES TO THE RFP

General Technical Requirements	Annexure 1GTR(Final)
General Technical Requirements Signalling	Annexure1.1.GTR Signalling (Final)
GTR Telecommunication	Annexure 1.2 GTR Telecoms (Final)
GTR Electrical	Annexure 1.3 GTR Electrical (Final)
GTR MTR	Annexure 1.4 GTR MTR (Final)
Glossary Items	Annexure 1.5 Glossary Items (Final)
Returnable Documents	Annexure1.6 Returnable Doc (Final)
Returnable Documents – Project List	Annexure 1.6.1 GTR (Final)
Returnable Documents -Bidders Experience	Annexure 1.6.2 GTR (Final)
Particular Technical Requirements	Annexure 2 PTR(Final)
PTR Cape Town to Simonstown Final	Annexure 2.1 PTR(Final)
PTR Cape Town to Southfield Final	Annexure 2.2 PTR(Final)
PTR Bellville to Cape town	Annexure 2.3 PTR(Final)
PTR Kuilsriver to Strand Muldersvlei Final	Annexure 2.4 PTR (Final)
PTR Maitland Final	Annexure 2.5 PTR (Final)
Commercial and Financial Requirements	Annexure 3 CFR (Final Volume 2)
PRASA Tender Returnable Forms	Annexure 4 APPENDICES
Questions and Answers Tracker	Annexure 5 (Clarification form)
Bidder Statement of Compliance Format-(Final)-Legal Approved	
Contract-Advance Payment Bond Format-(Final)-Legal Approved	
Contract-(Final)-PRASA Legal Approved (Final)	
Contract-Bid Bond Format-(Final)-Legal Approved	
Contract-Performance Bond Format-(Final)-Legal Approved	

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2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
DTiC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
PRASA	Passenger Rail Agency of South Africa
RFP	Request for Proposal
SANAS	South African National Accreditation System

3 INTERPRETATION

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 3.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 3.2 any reference to one gender shall include the other gender;
- 3.3 words in the singular shall include the plural and vice versa;
- 3.4 any reference to natural persons shall include legal persons and vice versa;
- 3.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 3.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 3.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by PRASA, constitute the body of RFP documentation which must be complied with by Bidders;
- 3.8 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 3.9 this RFP shall be governed by and applied in accordance with South African law.

4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 4.1 “Accounting Authority” means the Board of PRASA;
- 4.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 4.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 4.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 4.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 4.6 “Black Equity” means the voting equity held by Black People from time to time;
- 4.7 “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended .
- 4.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 4.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 4.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 4.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 4.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 4.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 4.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **28 March 2024**
- 4.15 “Project” means this project for the “APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM (“PTCS”) PHASE 1 IN PRASA WESTERN CAPE
- 4.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and
- 4.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

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SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

You are hereby invited to submit a bid to meet the requirements of the Passenger Rail Agency of South Africa. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

BID DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM (“PTCS”) PHASE 1 THROUGH THE RESTORATION, VERIFICATION, TESTING, AND COMMISSIONING OF THE EXISTING ORIGINAL EQUIPMENT MANUFACTURER (“OEM”) ELECTRONIC SIGNALLING INTERLOCKING SYSTEM IN PRASA’S WESTERN CAPE (“WC”) SERVICE REGION (“THE PROJECT”) FOR AN ANTICIPATED MINIMUM PERIOD OF 3 YEARS (INCLUDING 12 MONTHS FOR A WARRANTY AND DEFECTS LIABILITY PERIOD AND 6 MONTHS FOR CONTRACT CLOSE-OUT ADMINISTRATIVE PROCESSES)
BID ADVERT	This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from 02 February 2024
ISSUE DATE	02 February 2024
COMPULSORY BRIEFING SESSION AND SITE VISIT	<p>Date :12 February 2024</p> <p>Time: 10h00 am</p> <p>Venue: Burgundy Boardroom, Neotel Building, No 1 Old Marine Drive, Cape Town</p> <p>Event of the days:</p> <ol style="list-style-type: none"> 1. 12 February 2024 (10h00-13h00) Compulsory tender briefing 14h00 – 17h00: Compulsory site visit 2. 13 February 2024 (09h00-16h00) Compulsory site visit

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TENDER NUMBER: HO/SAD/501/09/2023	

	3. 14 February 2024 (09h00-13h00) Compulsory site visit
CLOSING DATE	28 March 2024 at 12:00 Midday Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	180 Working/Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS BY BIDDERS	08 March 2024
CLOSING DATE FOR RESPONSES BY PRASA	14 March 2024
CONTACT PERSON	Zoliswa.yangairo@prasa.com

Any additional information or clarification will be emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at **Burgundy Boardroom, Neotel Building, No 1 Old Marine Drive, Cape Town on the 12 February 2024 at 10:00**. Respondents to provide own transportation and accommodation. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

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- 2.1 *The briefing session in the boardroom will be followed by **compulsory site visits**, scheduled to continue on **12,13 and 14 February 2024**, during which Bidders will be introduced to the site conditions and further information and clarity on the PRASA requirements will be provided.*
- 2.2 *A Certificate of Attendance in the form set out in Form D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing. Bidders must also appear on the Compulsory Briefing session Register.*
- 2.3 Respondents failing to attend the compulsory RFP briefing may be disqualified.

3 BRIEFING SESSION MINUTES AND NOTES

- 3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions on the **23 February 2024 and 14 March 2024**.
- 3.2 Clarifications will be issued to all Respondents to this RFP utilizing the contact details provided at receipt of the responses to the RFP documentation, after submission to the authorised representative.
- 3.3 Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.
- 3.4 Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.

4 PROPOSAL SUBMISSION OF RFP RESPONSE

Proposal Responses should be submitted to PRASA in a sealed envelope addressed as follows:

The Secretariat / Tender Office

RFP No: HO/SAD/501/09/2023
Description of Bid APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM (“PTCS”) PHASE 1 IN PRASA WESTERN CAPE
Closing date and time: 28 MARCH 2024 @ 12:00
Closing address 30 WOLMARANS STREET
UMJANTSHI HOUSE
BRAAMFONTEIN

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5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes should be deposited in the PRASA tender box which is located at the main entrance of the UMJANTSHI HOUSE and should be addressed as follows:

THE SECRETARIAT / TENDER OFFICE
30 WOLMARANS STREET
UMJANTSHI HOUSE
BRAAMFONTEIN

5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, should state their intention to do so in their RFP submission. Such Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners should submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process. This written confirmation should clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to PRASA.

6 COMMUNICATION

6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to zoliswa.yangairo@prasa.com not later than **08 March 2024**, substantially in the form set out in Annexure 5 hereto.

6.2 In the interest of fairness and transparency PRASA’s response to such a query will be made available to all the other Respondents who have attended a compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory briefing session.

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6.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number (012) 748-7338, zoliswa.yangairo@prasa.com on any matter relating to its RFP Proposal.

6.4 Respondents are to note that changes to its submission will not be considered after the closing date.

6.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

6.6 Bidders are advised to utilize this email address (**SCM.Complaints@prasa.co.za**) for lodging of complaints to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

6.6.1 Bid/Tender Description

6.6.2 Bid/Tender Reference Number

6.6.3 Closing date of Bid/Tender

6.6.4 Supplier Name;

6.6.5 Supplier Contact details

6.6.6 The detailed compliant

7 CONFIDENTIALITY

7.1 PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services , which is either directly or indirectly related to PRASA’s business, written approval to divulge such information should be obtained from PRASA.

7.2 Respondents must clearly indicate whether any information submitted or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing, PRASA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

8 INSTRUCTIONS FOR COMPLETING THE RFP

8.1 All responses to the RFP should be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical and compliance response, the second envelop/box shall only have the financial response and Specific goals response.

8.2 Bidders are required to package their response/Bid as follows:

Volume 1 (Envelop 1/Package 1)

- **Part A:** Mandatory Requirements Response
- **Part B:** Technical or Functional Response (response to scope of work)

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal and Specific Goals

Volume 2 should be submitted in a separate sealed envelope. Bidders should make their pricing offer in envelop 2/package 2.

8.3 Bidders must submit 1 original response and may submit copies and an electronic version which must be contained in a Memory Card/External hard drive etc clearly marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.

8.4 Bidders should ensure that their response to the RFP is in accordance with the structure of this document.

8.5 Where Bidders are required to sign forms they are required to do so using preferably black ink pen.

8.6 Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.

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- 8.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.
- 8.8 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 8.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 8.13 Response to RFP documents are to be submitted to the address specified in this RFP, and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.

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- 8.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 8.16 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of contract negotiations processes with the preferred bidder.**

9 RFP TIMETABLE

PRASA may at its sole discretion amend any of the milestone dates indicated in the table below. Bidders will be informed of any amendments to the timeline through the issue of the Addendum.

RFP PROCESS	MILESTONE DATES
Bid issue date	02 February 2024
Compulsory Briefing Session for Bidders	12 February 2024 @10am
Closing date for Questions	08 March 2024
Closing date for Responses	14 March 2024
Closing Date for Submission of final Bid	28 March 2024 @ 12:00
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	03 April 2024
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

PRASA may at its sole discretion amend any of the milestone dates indicated in the table above. Bidders will be informed of any amendments to the timeline through the issue of briefing notes.

10 LEGAL COMPLIANCE

Bidders should ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids may, at the sole discretion of PRASA, be disqualified. PRASA reserves the right to call a Bidder to provide additional documents which may have not been submitted.

The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

11 NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury’s Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Respondents are required to provide the following to PRASA in order to enable it to verify information on the CSD:

Supplier Number: _____ **Unique registration reference number:** _____.


12 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Respondents are required to be registered on the Central Supplier Database (CSD) as indicated in paragraph 11 and the National Treasury shall verify the Respondent’s tax compliance status through the Central Supplier Database (CSD).

REQUEST FOR PROPOSAL: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM (“PTCS”) PHASE 1 IN PRASA WESTERN CAPE	
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Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database (CSD) and their tax compliance status will be verified through the Central Supplier Database (CSD).

For this purpose, the attached SBD 1 marked Annexure..... must be completed and submitted as an essential returnable document by the closing date and time of the bid.

New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to PRASA in order to enable it to verify their tax compliance status:

Tax Compliance Status (TCS) Pin: _____.

13 PROTECTION OF PERSONAL DATA

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, PRASA will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, PRASA requires Respondents to process any personal information disclosed by PRASA in the bidding process in the same manner.

14 VALIDITY PERIOD

This RFP shall be valid for 180 Working/Business days calculated from Bid closing date.

15 POST TENDER NEGOTIATION (IF APPLICABLE)

PRASA reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should PRASA conduct post tender



REQUEST FOR PROPOSAL: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM (“PTCS”) PHASE 1 IN PRASA WESTERN CAPE

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negotiations, Respondents will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 90/10 evaluation criteria/scoring methodology.

16 FINAL CONTRACT AWARD

PRASA will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the Specific goals Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

17 FAIRNESS AND TRANSPARENCY

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA. The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1 INTRODUCTION AND BACKGROUND

This document serves as a bid specification for issuance of a Request for Proposal (“RFP”) for the appointment of a suitable Service Provider (“Bidder”) for the enablement of the Prasa Train Control System (“PTCS”) Phase 1 through the restoration, verification, testing, and commissioning of the existing original equipment manufacturer (“OEM”) electronic signalling interlocking system in PRASA’S Western Cape (“WC”) service region (“The Project”) that the Bidder shall meet and deliver at the Bidder’s cost therefore within the Bid Price particularly for all or 1 or 2 or 3 or 4 or 5 of the following Work Packages depending on if and/or which PRASA Work Package Contract(s) may be awarded to the/a Bidder(s) as elaborated on under Section 1.4 of the CFR:

- Cape Town - Simonstown Lines
- Cape Town – Southfield (via Athlone) Lines
- Bellville – Cape Town (via Ysterplaat) Lines
- Kuilsrivier-Eersterivier-Strand-Muldersvlei Lines
- Maitland Indoor- and Outdoor Works

For the anticipated to be a minimum period of 3 years (including 12 months for Warranty and Defects Liability Period and 6 months for Contract Close-out Administrative Processes).

1.2 BACKGROUND INFORMATION

In 2012, following an open bidding process, PRASA concluded a contract [HO/INF(S)/223/12/2011] with the aid of replacing all legacy signalling systems with state-of-the-art modern railway signalling.

In 2017 the first phase of the signalling system was commissioned at the Southern Corridor of the Region. The remaining phases continued throughout 2018 and 2019 that included the Northern Corridor. The technical solution implemented met the requirements of PRASA’S TMS (Train Management System). The system performance was good and on par with the Region’s expectations.

At the end of March 2020, the President called for a nationwide lockdown that also suspended the train service. The lockdown resulted in major theft & vandalism on the electrical and signalling infrastructure, day by day.

Since the resumption of the train service in the Western Cape Region in 2020 the vandalism just became far more out of control. The trackside equipment, including large volumes of cables, was either mined, stolen or vandalized. It is imperative that the infrastructure is restored back to its designed state to prevent the signalling system from total collapsing.

a. Status quo:

- Multiple systems are currently offline due to the excessive theft and vandalism occurring daily on the Region ever since lockdown.
- The Region is currently suffering from extremely high rates of theft and vandalism due to the unavailability of security resources visibility looking after PRASA assets. Currently due to the lockdown and the amount of vandalism on all corridors there are limited train services running due to unavailability of the signalling system.
- The measures currently in place are only supply and delivery of OEM material and parts. The internal teams have commenced with recovery of sections, however large sections or station areas will not be able to be restored by the internal teams in a short duration of time.
- The signal system within PRASA currently has low availability due to continuous theft and vandalism, In the event that the signalling system is not available, the fallback system comprises of manual verbal train movement authorisations, issued by the train control officer (“TCO”) to the train driver (SD 2 Form Working).

b. Problem statement:

- PRASA is on the verge of recovering all corridors on the Region to its designed state. This will however not be possible without an operational signalling system as most of the trackside equipment including cables were stolen or vandalized. The department has already experienced significant delays due to extensive lead times in OEM equipment and parts.
- Cape Town, Salt River, Maitland and Bellville are major junctions that requires urgent intervention for the business service recovery plan as this section affects traffic in all corridors.

- The infrastructure (Signals) department is unable to recover these assets as the works involved is of a larger scope, too large for the Region's capacity to repair. The department does not have all the resources, including labour and plant to repair the major damages to the signalling infrastructure that was caused by perpetrators.
- The re-signalling project introduced a copper minimization programme whereby the use of copper cables was reduced to a minimum in the act of environmental care and keeping copper theft to a minimum. With this programme the signalling cable specification was completely changed. The new cables are different from the old standard signalling cables and therefore the Region now must procure new non-stock cables to restore.
- It is crucial that a service provider is contracted to assist the region to repair, recover and rehabilitate the various areas as specified for the signalling system in line with the Minister's service recovery programme required to have all corridors and lines running efficiently on signalling. The images below illustrate the appalling situation PRASA finds itself in and the Minister's office expressed sincere concerns to the current status that must be turned around without any further delay.

a. Pictorials:

Vandalised Signalling infrastructure.



Fig 1: Signals



Fig2: Junction Box



Fig3: Points Machine

2 OBJECTIVE OF THE PROPOSED PROJECT

PRASA's recovery and investment plan also places commitments on the Department of Transport to fulfil its obligations in serving the public by providing safe, efficient and affordable transport to the City of Cape Town metro and boost the Western Cape economy.

a. Outcomes that will be achieved in carrying out the proposed project

- To restore the full functionality of the existing Original Equipment Manufacturer ("OEM") electronic signalling interlocking system on the Western Cape Rail Network to regain the reliability, safety, and availability of a traffic system.
- Improve network Reliability, Availability, Maintainability & Safety (RAMS) and restore headways according to the current network design.
- Ensure that fault finding, and diagnostics of the system is effective, by improving mean time to repair of the system during failure mode or down time period.
- To improve the handling of trains within a safe speed profile

b. Benefits to PRASA

- The business will benefit by having visibility over trackside equipment being functional and prevent a total loss of all the expenditure that was spent to commission the various signaling and telecommunication systems.
- Once the train service resumes, then a safer efficient train service can be utilized instead of having manual train authorizations.
- Increase capacity and usage of CTC, decreasing the dependency on human factors and utilizing train and commuter management systems to its full degree.
- With a fully functional system the infrastructure (Signals) department can focus on asset maintenance and maintaining high signaling system availability
- Significantly improved maintenance and life cycle cost replacement management and operations
- Training and upskilling of PRASA employees and local communities in world class systems, technology, operations and practices thereby increasing internal and local skills capacity.

- Implementation of world-class leading technology that will create long-term efficiencies in operations and maintenance.
- PRASA’s efforts will benefit the industry by:
 - Implementing world-class leading technology adapted to local requirements.
 - Development and training of local resources on world-class systems and operations thereby increasing local skills capacity.
 - Job creation
 - Financial stimulus to localized small to medium businesses and communities.
 - Exporting of knowledge and equipment to other countries especially in Africa

c. PRASA’s efforts has the potential to benefit the economy as follows by:

- Economic prosperity improvement can be achieved through effective and efficient provision of safe, reliable, and high-capacity mobility that promotes a more interconnected society.
- The restoration of the signaling systems will assist in decreasing travel time and increased commuter mass which can lead to significant growth in productivity thereby assist in alleviating poverty in our struggling economy by providing integrated access to workforces and markets.
- Meaningful capital injection of this magnitude will stimulate development of localized small to medium businesses and community involvement.
- The future planned PRASA Train Control System (“PTCS”) is aimed at decreasing travel time and increased commuter mass which can lead to significant growth in productivity thereby assist in alleviating poverty in our struggling economy by providing integrated access to workforces and markets.

d. Disadvantages/project risks to PRASA and End Users If Not Continuing with the Project:

- Increased vulnerability to human error and associated loss
- Increased inefficiencies associated with current fallback system.
- Decrease in train operations safety.

- A potentially unsafe traffic system.
 - Negative effect on other projects dependent on this project (PTCS, Modernization Program, New Rolling Stock, etc).
 - The RSR might suspend PRASA license due to elevated level of accidents caused by manual authorization.
 - Potential benefits to the industry will not be realized.
 - Potential benefits to the economy will not be realised
- e. Current mechanisms in place to address the problem:**
- OEM product procurement contract for goods and services to support the existing new signalling system.
 - Internal teams assigned to recover smaller portions or sections of signalling.
 - Supply and deliver of LED clusters and point machines for the internal restoration teams.

3 SCOPE OF WORK

a. What needs to be done:

- The Bidder shall uncompromisingly deliver the whole of the Works required for the enablement of the Prasa Train Control System (“PTCS”) Phase 1 through the restoration, verification, testing, and commissioning of the existing original equipment manufacturer (“OEM”) electronic signalling interlocking system in PRASA’S Western Cape (“WC”) service region (“The Project”) that the Bidder shall meet and deliver at the Bidder’s cost therefore within the Bid Price particularly for all or 1 or 2 or 3 or 4 or 5 of the following Work Packages depending on if and/or which PRASA Work Package Contract(s) may be awarded to the/a Bidder(s) as elaborated on under Section 1.4 of the CFR:
 - Cape Town - Simonstown Lines
 - Cape Town – Southfield (via Athlone) Lines
 - Bellville – Cape Town (via Ysterplaat) Lines
 - Kuilsrivier-Eersterivier-Strand-Muldersvlei Lines
 - Maitland Indoor- and Outdoor Works
- The Works is, at a minimum, summarised as follows:

- Restore the hardware previously installed for the train control, remote control and electronic signalling interlocking system.
 - Restoration of all specified railway lines according to the as-built signalling drawings that will be issued.
 - Completion of all enabling and specified Telecommunication, Electrical, and other works.
 - Restore the functionality of the previously installed Maitland Signalling Equipment Room including outdoor works.
 - Provision of all required solutions (to be approved by PRASA) and resources (to be approved by PRASA) to deliver the Works.
 - Any other works, activities and resources required to achieve a fully integrated, functional, complete, and future-proofed signalling system and meet any other requirements and specifications as requested throughout the RFP or as otherwise instructed in writing by PRASA.
- PRASA Requirements, Conditions of Invitation and Instructions to Bidders are, at a minimum, comprised of the following sets of documents that will be read in conjunction:
 - The attached General Technical Requirements (“GTR”), which defines overarching requirements, needs, expectations and outputs of the Project which the Bidder will meet and achieve.
 - The attached Particular Technical Requirements (“PTR”), which defines specific requirements, needs, expectations and outputs of the Project which the Bidder will meet and achieve.
 - The attached Commercial and Financial Requirements (“CFR”), which defines specific requirements needs, expectations and outputs of the Project which the Bidder will meet and achieve.

b. Why is this the preferred option:

- Integrated benefits to PRASA, the rail industry and the economy will be realised and provide value for money through affordable and credible risk transfer to the Service Provider using the FIDIC Plant and Design-Build Contract 2nd Edition (2017 Yellow Book) Contract as a reference baseline. This FIDIC Contract was then amended to form a bespoke Contract to meet PRASA’s specific risk transfer requirements and the specific intended outcomes of the Project.

- The Works Specification includes, inter alia; all general specifications and requirements, technical specifications and requirements, particular specifications and requirements, and all other specifications and requirements included throughout the RFP (including Annexures/Appendices etc.) and all instructions provided in writing by PRASA – all of which shall form part of the Contract to be entered into between PRASA and the Bidder
- The Bidder shall unequivocally commit to comprehensive and uncompromised execution of the Works through strict adherence to the Works Specification and achievement of all Key Dates, within the specified Time for Completion for the whole of the Works. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced discretionary right to immediately terminate the Contract, without allowing the Bidder any period of rectification, and all costs, damages and penalties related to such termination shall be borne by the Bidder
- The Bidder shall submit all reports, Designs and/or other Project documentation, for all Works (as stated throughout the RFP or as instructed in writing by PRASA), to PRASA for acceptance and approval by PRASA before any procurement and Installation of the Works
- Each completed Section of the Works shall be tested, commissioned and handed over to PRASA, as soon as possible for interim operational purposes, for which such hand over shall be signed and accepted by PRASA. Notwithstanding this interim Sectional completion, final Tests on Completion, Commissioning, Completion and Taking Over of the whole of the Works by PRASA shall be done by the Completion Date
- The Bidder shall, at the Bidder’s cost and regardless of the extent of this requirement, take Warranty and Defects Liability responsibility for each Section that has been tested, commissioned, and handed over to PRASA from the date of interim hand over to the Completion Date

c. Targeted areas by this project:

- The Restoration of the Signalling system shall be implemented in PRASA’s Western Cape Province (WC) and includes the following lines:
 - Cape Town - Simonstown Lines
 - Cape Town – Southfield (via Athlone) Lines
 - Bellville – Cape Town (via Ysterplaat) Lines
 - Kuilsrivier – Eersterivier – Strand – Muldersvlei Lines

- Maitland Indoor- and Outdoor Works

- Some areas are under Transnet Freight Rail (“TFR”) ownership however PRASA and TFR have an agreement on working on either party’s property subject to entering into a wayleave agreement which will be addressed during execution.
- There will be systems interface between PRASA & Transnet Freight Rail (TFR), However, that will be properly managed by interface meetings to avoid project delays.

d. The extent and coverage of the proposed project:

- The Works Specification includes, inter alia; all general specifications and requirements, technical specifications and requirements, particular specifications and requirements, and all other specifications and requirements included throughout the RFP (including Annexures/Appendices etc.) and all instructions provided in writing by PRASA – all of which will form part of the Contract to be entered into between PRASA and the Bidder

e. What are other related projects?

- Current National Resignalling Programme in progress:
 - Optical Transmission Network (OTN) project.
 - GSM – R project.
 - PRASA Electronic Authorisation System (EAS)
 - Depot Modernisation Program (DMP)

f. Who are the other role-players?

- The RSR will be kept informed on progress throughout the project, as the project will have a direct impact on the PRASA Safety Management System (“SMS”). The requirements in terms of the SANS3000 guidelines will be adhered to during the whole life cycle of the project.
- TFR will be a major role-player in the project. Continues involvement and support from TFR are required for the successful completion of the project.
- The project includes interfacing with TFR assets, which will be managed through the official TFR Enterprise Change Proposal (“ECP”) process.
- Occupations affecting TFR traffic will be managed through the occupation planning process.

4 SPECIFICATIONS OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

a. Technical capabilities, constraints, and other specific performance required of the work or product or services to accomplish:

- All minimum Requirements, Conditions of Invitation, Instructions to Bidders and Specifications are comprised of the following sets of documents that shall be read in conjunction with each other:
 - The attached main RFP.
 - The attached GTR Annexure file named "20230714-WC TMSE D&C-Annexure1 GTR-(Final)" and all Sub-annexures which define overarching requirements, needs, expectations and outputs of the Project which the Bidder will meet and achieve.
 - The attached PTR Annexure file named "20230714-WC TMSE D&C-Annexure2 PTR-(Final)" and all Sub-annexures which define overarching requirements, needs, expectations and outputs of the Project which the Bidder will meet and achieve.
 - The attached CFR Annexure file named "20230803-WC TMSE D&C-Annexure3 CFR-(Final)" and all Sub-annexures which define overarching requirements, needs, expectations and outputs of the Project which the Bidder will meet and achieve.
- **Additional Personnel Professional Registrations Compliance Requirements**, to PRASA main RFP standard write-up, as included under document file named "20230803-WC TMSE D&C-Annexure3 **CFR**-(Final)"
 - All personnel deployed on this Project, by the Bidder (including, but not limited to, personnel deployed by; the main Bidder, joint venture partners and/or consortium members and/or subcontractors and/or direct contractors and/or similar), shall be appropriately skilled and experienced (list to be attached for the main functions: Project Manager, Project Scheduler, Railway Engineer, Occupational Health and Safety Manager, Public Participation and Community Liaison Manager, Site Manager, Installers (with wireman license), Tester in Charge and Testers) and shall have the requisite mandatory and professional; qualifications, certifications and registrations as required by all applicable legislation, regulations, bylaws and industry best practice. This is an absolute

requirement at the time of bidding and validity of such qualifications, certifications and registrations shall be maintained, on an uninterrupted basis, for the entire duration of the Contract. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced right to immediately apply penalties (as specified throughout the RFP) for each incident (from the date that PRASA decides is the date on which the incident commenced until the date on which PRASA confirms, in writing, that PRASA is completely satisfied that the incident is completely resolved by the Bidder)

- PRASA may, solely at PRASA's discretion and without consequence or liability to PRASA, instruct the Bidder to remove any of the Bidder's personnel deployed throughout the duration of the Contract for any reason deemed appropriate by PRASA. The Bidder shall immediately comply with this instruction and appoint suitable replacement personnel within 60 calendar days of receiving such an instruction for which such replacement personnel shall first be approved in writing by PRASA. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced right to immediately apply penalties (as specified throughout the RFP) for each incident (from the date that PRASA decides is the date on which the incident commenced until the date on which PRASA confirms, in writing, that PRASA is completely satisfied that the incident is completely resolved by the Bidder)
- Additional Tax Compliance Requirements, to PRASA main RFP standard write-up, as included under document file named "20230803-WC TMSE D&C-Annexure3 CFR-(Final)"
 - Joint Ventures and Consortium Bidders are eligible to submit Bids provided that:
 - Every member of the joint venture/consortium has a valid Tax Pin issued by SARS.
 - Joint Ventures and Consortium Bidders are eligible to get paid provided that:
 - A joint venture/consortium VAT number is provided prior to the issuance of the Bidder's first invoice or if agreed to in writing by PRASA then at the latest prior to issuance of the Bidder's fourth invoice.

- The Bidder, shall on an uninterrupted basis, maintain, compliant Tax Clearance, a was submitted as part of the Bidder's Bid, for the duration of the Contract. The Bidder shall further provide any proof and supporting documents of compliant Tax Clearance immediately upon receipt of a request from PRASA for the Bidder to do so. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced right to immediately apply penalties (as specified throughout the RFP) for each incident (from the date that PRASA decides is the date on which the incident commenced until the date on which PRASA confirms, in writing, that PRASA is completely satisfied that the incident is completely resolved by the Bidder)
- The Bidder shall, on an uninterrupted basis, comply with all South African and International Tax laws, regulations and compliance requirements stated throughout the RFP. The Bidder shall further provide any proof and unredacted supporting documents proving compliance as specified throughout the RFP or immediately upon receipt of a request from PRASA for the Bidder to do so. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced right to immediately apply penalties (as specified throughout the RFP) for each incident (from the date that PRASA decides is the date on which the incident commenced until the date on which PRASA confirms, in writing, that PRASA is completely satisfied that the incident is completely resolved by the Bidder)
- Additional Specific Goals Compliance Requirements, to PRASA main RFP standard write-up, as included under document file named "20230803-WC TMSE D&C-Annexure3 CFR-(Final)".
 - The Bidder, shall on an uninterrupted basis, maintain the Bidders compliant Specific Goals Certification level, that was submitted as part of the Bidder's Bid, for the duration of the Contract. The Bidder shall further provide any proof and supporting documents of the Specific Goals certification level immediately upon receipt of a request from PRASA for the Bidder to do so. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced right to immediately apply penalties (as specified throughout the RFP) for each incident (from the date that PRASA decides is the date on which the incident commenced until the date on which

PRASA confirms, in writing, that PRASA is completely satisfied that the incident is completely resolved by the Bidder)

- The Bidder shall, on an uninterrupted basis, comply with all Specific Goals laws, regulations and compliance requirements stated throughout the RFP. The Bidder shall further provide any proof and unredacted supporting documents proving compliance as specified throughout the RFP or immediately upon receipt of a request from PRASA for the Bidder to do so. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced right to immediately apply penalties (as specified throughout the RFP) for each incident (from the date that PRASA decides is the date on which the incident commenced until the date on which PRASA confirms, in writing, that PRASA is completely satisfied that the incident is completely resolved by the Bidder)
- Additional **CSD Compliance Requirements**, to PRASA main RFP standard write-up, as included under document file named "20230803-WC TMSE D&C-Annexure3 CFR-(Final)".
 - The Bidder shall, on an uninterrupted basis, maintain a compliant "CSD" registration, as was submitted as part of the Bidder's Bid, for the duration of the Contract. The Bidder shall further provide any proof and supporting documents of compliant "CSD" registration immediately upon receipt of a request from PRASA for the Bidder to do so. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced right to immediately apply penalties (as specified throughout the RFP) for each incident (from the date that PRASA decides is the date on which the incident commenced until the date on which PRASA confirms, in writing, that PRASA is completely satisfied that the incident is completely resolved by the Bidder)
- Additional CIDB Compliance Requirements, to PRASA main RFP standard write-up, as included under document file named "20230803-WC TMSE D&C-Annexure3 CFR-(Final)".
 - The Bidder shall, on an uninterrupted basis, maintain the Bidder's CIDB grading Designation, that was submitted as part of the Bidder's Bid, and ensure that all of the Bidder's sub-contractors each have their requisite CIDB grading for their

respective value of Works to be delivered, for the duration of the Contract. The Bidder shall further provide any proof and supporting documents of the CIDB grading Designation immediately upon receipt of a request from PRASA for the Bidder to do so. Failure of the Bidder to meet any of these requirements at any time throughout the duration of the Contract shall give PRASA an unprejudiced right to immediately apply penalties (as specified throughout the RFP) for each incident (from the date that PRASA decides is the date on which the incident commenced until the date on which PRASA confirms, in writing, that PRASA is completely satisfied that the incident is completely resolved by the Bidder)

- The National Industrial Participation ("NIP") Programme:
 - The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.
 - Bidders are therefore required to complete SBD 5 to give effect to the above. Bidders who do not complete this form will be automatically disqualified.

b. PROJECT APPROACH

The Bidder shall, at a minimum and as part of the Bid, provide the following comprehensive Management and Implementation Methodology, for which detailed; organisation, strategy, policies, procedures, sequencing and Construction processes that the Bidder shall put in place, at a minimum in accordance with the Project Management Body of Knowledge ("PMBOK® Guide") for; Planning, execution, scheduling, controlling and supervision of the delivery of Works, is required:

- Project Management:
 - Organization Chart

- Contract Management and Reporting Responsibilities
- Roles and Responsibilities Matrix
- Interdependency and Integration
- Document Management
- Human Resources:
 - Identification and Planning
 - In-house or Acquisition
 - Training and Development
 - Management and Control
- Procurement:
 - Subcontractor(s) Procurement, Contracting and Management
 - Plant and Materials Supplier(s) Procurement, Contracting and Management
 - Specific Goals Target Achievement and Compliance Matrix
- Communications and Stakeholder Engagement:
 - Planning
 - Protocols
 - Information distribution
 - Performance reporting
 - Stakeholder management (identification and relationship management)
- Project Programme:
 - Identification and definition of Major Milestones, Deliverables and Key Dates
 - Identification and definition of Work Breakdown Structure (“WBS”)
 - Identification and definition of tasks and activities including resource and duration estimation.
 - Sequencing of tasks and activities including resource and duration estimation

- Programme Development and Progress Reporting
- Programme Change/Update Control
- Project Cost Control:
 - Resource Planning
 - Cost Estimating, Budgeting and Control
 - Payment Milestone Schedule linked to/extracted from the Bid Programme
- Project Quality Management:
 - Planning
 - Assurance
 - Control
- Occupational Health, Safety and Security (“OHS”):
 - Site(s)
 - Project Team
 - Public and Third Parties
- Risks, Issues and Lessons Learnt:
 - Risks management Planning and identification, analysis (qualitative and quantitative), response (action) Planning, monitoring and control.
 - Issues management Planning and identification, analysis (qualitative and quantitative), response (action) Planning, monitoring and control.
 - Lessons Learnt identification, analysis (qualitative and quantitative) and logging.
- Construction Technology and Methodology:
 - Project Signage
 - Site Logistics
 - Local Authority(s) Management, Coordination and Compliance
 - Step by Step Construction Method Statements linked to sequencing of tasks and activities in the Bid Programme

- Interim Inspections, Tests and Commissioning (strategy, approach, deliverables)
 - Sectional Interim hand over to PRASA
 - Final Inspections, Tests on Completion, Commissioning, Completion (strategy, approach, deliverables)
 - Provision of As-built Information
 - Decommissioning
 - PRASA Acceptance of Works
 - Taking Over, Maintenance, Warranties and Defects Liability After PRASA Taking Over (strategy, approach, deliverables)
 - Project Close-out
- The above-mentioned Implementation Methodology and Management Plans shall be finalised and agreed between PRASA, and the Bidder during Contract negotiations thereafter included in the Contract as the Approved Project Charter/Project Execution Plan/ Project Management Procedure Handbook.

c. TESTING APPROACH

- Materials, samples, facilities, logistics and amenities required for; inspections, interim tests, Tests on Completion, Commissioning, Completion and Taking Over:
- PRASA will conduct inspections on all assembled material before installation of these items will be allowed.
- The Bidder shall, for all PRASA representatives (minimum 15 personnel or at any given instance as instructed by PRASA) and at the Bidder's cost, uncompromisingly provide all unlimited:
 - Plant and Materials
 - Facilities
 - Samples
 - Equipment
 - Travel (air, rail, and road), Accommodation, meals and incidentals (if more than 50 kilometres outside the contract site location)

- Unfettered office and internet access and any other means required for PRASA to attend and/or perform any local and international; inspections, Factory Acceptance Testing ("FAT"), Site Acceptance Testing ("SAT"), Tests on Completion, Commissioning, Completion and Taking Over of the Works by PRASA (in Sections thereafter the whole of the Works)
 - **Commissioning and Taking Over procedures:**
 - Tests on Completion, Commissioning and Taking Over shall be done according to the procedures described in the GTRs and MTR or as otherwise instructed in writing by PRASA throughout the duration of the Contract.
 - After (Sectional) Completion, the Bidder shall, at a minimum, arrange a Taking Over inspection to allow PRASA certification of (Sectional) Completion subject to a Defects list or as otherwise instructed in writing by PRASA.
 - The Bidder shall, without hesitation, ensure that PRASA has a full, accurate and unredacted dossier of all Project information (including but not limited to as-built documents and drawings) that represent the status of the completed Works, in all formats requested by PRASA.
 - **Work to be done by the Completion Date:**
 - On or before the date of completion of a Section of the Works and then the Completion Date of the whole of the Works, the Bidder shall do all thing necessary to ensure that the Section of the Works and the whole of the Works respectively is delivered to the absolute satisfaction of PRASA, including the work listed below shall be done by completion of each Sectional thereafter comprehensively combined by the Completion Date.
 - PRASA shall not certify Completion until the whole of the Works, including all the work listed below, is completed to the absolute satisfaction of PRASA and free of all Defects which shall, in PRASA's opinion, prevent PRASA and other Project beneficiaries from using the Works:

NO	ITEM OF WORK	TO BE COMPLETED WHEN
1	Quality records, and other documentation as requested by PRASA	By the date of completion of each Section thereafter a combined submission by the Completion Date
2	Final Testing and Commissioning	See Testing and Commissioning requirements and programming constraints in the GTRs and MTR
3	Correction of all Defects notified by the end of the Bidder's post Commissioning performance Testing	Within 30 days from the end of the Bidder's post Commissioning performance Testing and holistically by the Completion Date

○ **Works before Completion has been certified:**

- PRASA shall use the following Sections of the Works before Completion is certified which does not constitute Taking Over by PRASA:

- After each Section is commissioned and is handed back to PRASA to continue their train operations in the interim until issuance of Performance Certificate
- Any inspections done to allow PRASA's use of commissioned Sections of the Works are done to aid prompt correction of Defects and should not be confused with Taking Over procedures.

○ **Access given by PRASA for correction of Defects:**

- The Bidder shall comply with all constraints and procedures stated as requested throughout the RFP or as otherwise instructed in writing by PRASA and where PRASA arranges access for the Bidder after Completion.

5 TIME FRAMES / PROGRAMS

- The Contract Period is anticipated to be a minimum period of 1097 calendar days (including 365 calendar days for Warranty and Defects Liability Period and 182 calendar days for Contract Close-out Administrative Processes).
- Notwithstanding the date of signature of the Contract, the Time for Completion for the Design and Construction ("D&C") of the restoration portion of the Works (excluding the Warranty and Defects Liability Period of 365 calendar days) shall be 550 calendar days from the agreed Commencement Date (agreed Commencement Date inclusive).
- Notwithstanding the date of signature of the Contract, the Time for Completion for the whole of the Works (including the Warranty and Defects Liability Period of 365 calendar days) shall be 915 calendar days from the agreed Commencement Date (agreed Commencement Date inclusive) or until PRASA issuance of the Performance Certificate (the later of the 2 dates at PRASA's sole discretion).
- Notwithstanding the date of signature of the Contract, the Time for Completion for the whole of the Works (including the Warranty and Defects Liability Period of 365 calendar days and Contract Close-out Administrative Processes of 182 calendar days) shall be 1097 calendar days from the agreed Commencement Date (agreed Commencement Date inclusive) or until PRASA issuance of the Performance Certificate (the later of the 2 dates at PRASA's sole discretion).
- Notwithstanding the date of signature of the Contract, the initial Contract Period shall be 1097 calendar days from the agreed Commencement Date (agreed Commencement Date inclusive) or until PRASA issuance of the Performance Certificate (the later of the 2 dates at PRASA's sole discretion).
- Achievement of this timeline will require an accelerated Project Programme with possible weekend work, overtime work and work during the night. The Bidder shall allow for all activities, time and costs associated with all such requirements in the Bidder's proposal.
- Major Milestones, Deliverables and Key Dates shall, at a minimum, include the Time for Completion, the Completion Date and Section completion dates.

- Major Milestones, Deliverables and Key Dates that the Bidder shall include in the Bid Programme, at a minimum, are:
 - Restoration of all Western Cape Railway lines and Signalling Systems.
 - Completion of each line of the Works.
 - Provision of restored complete interlockings in Maitland.
 - Provision of restored complete Telecommunication systems
 - Time for Completion for the design and construct portion of the Works calculated 915 calendar days from the agreed Commencement Date (agreed Commencement Date inclusive).
 - Time for Completion date for the whole of the Works including Contract Close-out Administrative Processes calculated 1097 calendar days from the agreed Commencement Date (agreed Commencement Date inclusive).

- Failure of the Bidder to achieve any of these Major Milestones and Deliverables on these Key Dates shall give PRASA an unprejudiced discretionary right to immediately Terminate the Contract and claim damages from the Bidder and/or apply penalties. (as specified throughout the RFP) from the aforementioned date until the date on which PRASA confirms, in writing, that PRASA is completely satisfied that all Works is completed. The minimum costs and damages that the Bidder shall pay PRASA is the total amount of money paid to the Bidder plus any other amounts which the Bidder may have been due as at the date of each Key Date.

6 EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

6.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation:

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids may be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids may be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is 80%, any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Approval	Approval and notification of the final Bidder.

6.2 EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms for their administrative responsiveness, substantive responsiveness, technical/functional (capacity testing) evaluation and preference points. The evaluation committee shall use the following Evaluation Criteria depicted in **Table 8.1** below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

EVALUATION CRITERIA	WEIGHTING
STAGE 1 – COMPLIANCE	
Stage 1A	Mandatory Compliance
Stage 1B	Basic / Other Mandatory Compliance
STAGE 2	
Technical/Functional Requirements	Threshold of 80%
STAGE 3	
Price	90
Specific Goals	10
TOTAL	100

Table 8.1 Evaluation criteria for the selection of a potential bidder

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

7 STAGE 1: COMPLIANCE REQUIREMENTS

a) Stage 1A – Mandatory Compliance and Technical Mandatory Compliance Requirements - (To be submitted in envelope 1)

Only bidders who comply with stage 1A will be evaluated further.

If you do not submit/meet the following mandatory documents/requirements, your bid will be automatically disqualified.

MANDATORY COMPLIANCE REQUIREMENTS		
No.	Description of requirement	Tick(Y/N)
a)	Completion of all RFP documentation (includes all Returnable Documents, Declarations and Commissioner of Oath signatures required) - refer to all PRASA tender returnable forms as stipulated throughout the RFP.	
b)	Compulsory Briefing Session and Compulsory Site Visit – Fully complete “Form D” as stipulated throughout the RFP which is provided by PRASA including Compulsory Briefing session and Compulsory Site visit attendance registers. Joint Ventures/Consortiums Partners	

MANDATORY COMPLIANCE REQUIREMENTS		
No.	Description of requirement	Tick(Y/N)
	<p>On behalf of the JV/ Consortium Partners, a completed "Form D", Compulsory Briefing session and Compulsory Site visit attendance registers from one of the JV/ Consortium Partners is acceptable.</p> <p>Bidders must also reflect on the Compulsory Briefing Session and Compulsory Site visit Attendance Registers.</p>	
c)	<p>Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties (If applicable). The agreement should indicate the leading bidder where applicable.</p>	
d)	<p>CIDB Certificate(s) 9EP as stipulated throughout the RFP.</p> <p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 9EP, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 9EP; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 9EP or a 	

MANDATORY COMPLIANCE REQUIREMENTS		
No.	Description of requirement	Tick(Y/N)
	value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations	
e)	<p>Bid Bond/Security of R5,000,000.00 (Five Million Rand) as stipulated throughout the RFP and the Format/Template Annexed to the RFP as provided by PRASA in "WC TMSE D&C-Contract-Bid Bond Format".</p> <p>Bidders shall only fill out the information on the form; any changes to the wording of the Bid Bond as issued by PRASA will result in an automatic disqualification.</p>	
f)	<p>Fully completed and signed "Bidders Statement of Compliance Format".</p> <p>Bidder confirmation of unequivocal compliance with all PRASA Requirements, Conditions of Invitation, and Instructions to Bidders in a Statement of Compliance as provided by PRASA in "WC TMSE D&C-Contract-Statement of Compliance Format".</p> <p>Note: "Bidders must sign the "Bidders Statement of Compliance Format" only if they comply with all the requirements thereof".</p>	
g)	<p>Copies of latest Bidder Company(s) Audited Financial Statements for last 3 years (which shall be signed by the Bidder Company(s) Public Officer and Auditors and which copies shall be certified not older than 3 months from Bid/Tender submission date)</p> <p>Note:</p>	

MANDATORY COMPLIANCE REQUIREMENTS		
No.	Description of requirement	Tick(Y/N)
	<ul style="list-style-type: none"> In case of a trust, consortium or joint venture (including unincorporated consortia and joint ventures) a LEAD CONTRACTOR must submit the financial statements. 	

Note: Only bidders who comply with all the Mandatory Compliance Requirements will be evaluated further under the Technical Mandatory Compliance Requirements

TECHNICAL MANDATORY COMPLIANCE REQUIREMENTS -		
ANNEXURE 1.6 - GTR RETURNABLE DOCUMENTS		
No	Description of requirements	Tick (Y/N)
1	Submission of all the following documents as required in, Annexure1.6 GTR RETURNABLE DOCUMENTS.	
a)	Project Description and Understanding	
b)	Works Delivery method statement	
c)	System Description	
d)	Theft and Vandalism method statement	
f)	Earthing and bonding concept:	
Railway Systems		
a)	Railway Signalling System ("RSS") – Implementation, Testing and Commissioning Plan	
b)	Telecommunications System, Hardware and Fibre Cable – Implementation, Testing and Commissioning Plan	
c)	Electrical, Hardware and Fibre Cable – Implementation, Testing and Commissioning Plan	

b) Stage 1B – Basic Compliance / Other Mandatory- (To be submitted in envelope 1)

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.

Only bidders who comply with stage 1A will be evaluated further.

NO.	DESCRIPTION OF REQUIREMENT	
a)	Letter of Good Standing: COID	
b)	Supply of valid SARS Pin	
c)	Company registration documents	
d)	Copies of Directors’ ID documents	
e)	CSD supplier registration number	
f)	Copies of the Rates and Taxes to determine the footprint.	

C) Stage 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS - (To be submitted in envelope 1)

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 80% as per the standard Evaluation Criteria presented in Table 8.1 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in **Table 8.2** below:

ITEM	CRITERIA	WEIGHT
CATEGORY 1: PERFORMANCE ON SIGNALLING PROJECTS		
1.1	Magnitude of All Projects	20
1.2	Signalling Projects experience	20
CATEGORY 2: PROJECT MANAGEMENT		

ITEM	CRITERIA	WEIGHT
2.1	Project Programme/Schedule	20
2.2	Project Resource Evaluation	20
2.3	Financial Management Plan	10
2.4	Financial Capabilities	10
TOTAL		100

Table 8.2 Technical Evaluation Criteria

- **FUNCTIONAL EVALUATION CRITERIA**

Details of the scoring methodology presented above are outlined in Table 8.3 below.

CRITERIA	WEIGHT	SCORING CRITERIA
CATEGORY 1: PERFORMANCE ON SIGNALLING PROJECTS		
<p>Magnitude (Value) of all Signalling Projects completed:</p> <ul style="list-style-type: none"> • The Bidder will provide a list of signalling projects or railway projects with a signalling scope completed in the last 15 years, with client contact information for each project. ○ The bidder shall provide the contactable client's email address and/or phone number, and the clients must be able to communicate in English. Only verifiable projects with contactable clients will be considered for scoring. ○ The bidder will be copied on the email, and if the Bidder's client fails to verify the information in English will lead to bidder not scoring points for this criterion. ○ Scoring will be used for the Highest Value Project. ○ To score the points the Bidder must complete in full the annexure referred to in (“WC TMSE D&C-Annexure 1.6.1 GTR Returnable Documents - Project List Table”.) • The tender value of the signalling scope of the project (in ZAR - calculated at an exchange rate of GBP1=ZAR22.5 / EUR1=ZAR19.9 / USD1=ZAR18) will be provided for verification. • The Bidder will provide completion/handover certificates for each project as proof of completion which should include the following: <ul style="list-style-type: none"> • The Description of the project. • The Completion date of the project • The value of the project. • In the case of a joint venture or consortium, each member of the joint venture/consortium will provide an individual list and the highest value project from any member of the joint venture/consortium will be used for scoring. 	20	<ul style="list-style-type: none"> • 5 = A project with Signalling scope greater or equal R1.5 billion • 4 = A project with Signalling scope greater or equal R1 billion but less than R1.5 billion • 3 = A project with Signalling scope greater or equal R750 million but less than R1 billion • 2 = A project with Signalling scope greater or equal R500 million but less than R750 million • 1 = A project with Signalling scope greater or equal R250 million but less than R500 million • 0 = A project with Signalling scope less than R250 million or no information submitted

<p>Mega Signalling Projects experience:</p> <ul style="list-style-type: none"> The Bidder will provide a list of signalling projects or railway projects completed in the last 15 years, with client contact information for each project (Only verifiable projects with contactable clients will be considered for scoring). The project list must meet the following criteria: <ul style="list-style-type: none"> Signalling scope tender value higher than or equal to R250 million. Less than 6 months total delay compared to tender project baseline. Completed the Project within approved cost. Bidder provided services according to tender requirements. To Score points the Bidder must ensure that each of their respective Clients fully complete "WC TMSE D&C-Annexure1.6.2 GTR Returnable Documents - Bidders Experience Questionnaire" and "WC TMSE D&C-Annexure1.6.1 GTR Returnable Documents - Project List Table" as required above. The tender value of the signalling scope of the project (in ZAR - calculated at an exchange rate of GBP1=ZAR22.5 / EUR1=ZAR19.9 / USD1=ZAR18) will be provided for verification. In the case of a joint venture or consortium, each member of the joint venture/consortium will provide an individual list and the total number of projects, from all members of the joint venture/consortium, will be used for scoring. 	20	<ul style="list-style-type: none"> 5: "Greater than"4 projects completed meeting all the criteria 4: 4 projects completed meeting all the criteria 3: 3 projects completed meeting all the criteria 2: 2 projects completed meeting all the criteria 1: 1 project completed meeting all the criteria 0: 0 projects completed meeting all the criteria or no information submitted
CATEGORY 2: PROJECT MANAGEMENT		
<p>Project Programme/Schedule:</p> <ul style="list-style-type: none"> The Bidder will provide a detailed Bid Programme as stipulated, taking into consideration all stipulated and foreseen constraints and clearly showing the critical path in calendar days (shortest possible time to complete the project) 	10	<ul style="list-style-type: none"> 5 = Critical Path < 456 days 4 = Critical Path < 550 ≥456 days 3 = Critical Path < 639 ≥ 550 days 2 = Critical Path <730 ≥ 639 days 1 = Critical Path < 821≥ 730 days 0 = Critical Path ≥ 821 days or no program submitted

<p>Project Resource Evaluation:</p> <ul style="list-style-type: none"> The Bidder will provide CVs, qualifications and Professional Registration Certificates for all key staff as stipulated in the RFP. See the following Annexures in the RFP for minimum requirements: Annexure 1: GTR For requirements and scoring guidance refer to Project Resource Evaluation Table 8.4 below. 	20	<ul style="list-style-type: none"> 5 = \geq Compliance and > 15 years additional accumulative weighted years' experience 4 = Compliance and > 10 years \leq 15 additional accumulative weighted years' experience 3 = Compliance and > 5 years \leq 10 additional accumulative weighted years' experience 2 = Compliance and > 0 years \leq 5 additional accumulative weighted years' experience 1 = Complying to minimum requirements of RFP 0 = Not complying to minimum requirements of RFP
<p>Financial Management:</p> <p>Financial Management Plan (FMP)</p> <ul style="list-style-type: none"> The Bidder will provide a comprehensive and transparent Financial Management Plan detailing how all financial aspects of the Project will be managed and clearly indicating the proposed payment milestones. The Bidder will provide the required average payment (as a percentage) of the total cost of a section, to be made prior to handover of the Section (s) as per “WC TMSE D&C-Annexure2 PTR (Including cost for enabling works)” 	10	<ul style="list-style-type: none"> 5 = Average total payment before handover = 0% 4 = Average total payment before handover > 0% < 10% 3 = Average total payment before handover \geq 10% < 25% 2 = Average total payment before handover \geq 25% < 50% 1 = Average total payment before handover \geq 50% < 75% 0 = \geq 75% average total payment before handover of station or No information submitted
<p>Financial Capability</p> <p>The financial capability indicates the ability of the company to resource and sustain the engagement.</p> <p>Operational Cash Flows The operating cash flow ratio measures a company's short-term liquidity. Use the formula below: Operating cash flow ratio = Net Cash flow from operations/Current liabilities</p> <p>Profitability of the entity: The profitability will be sourced from the financial statement.</p>	10	<ul style="list-style-type: none"> 5 = Operating Cash Flows Ratio $X \geq 1.5$ 4 = Operating Cash Flows Ratio $1 > X < 1.5$ 3 = Operating Cash Flows Ratio $0.5 > X < 1$ 2 = Operating Cash Flows Ratio $0 > X < 0.5$ 1 = Operating Cash Flows Ratio $X < 0$ 0 = No Submission or Incomplete Financial Statement.

<p>Net Asset value: The Net Asset value will be sourced from the financial statement.</p> <p>Bidders should submit a complete set of recent financial statements for the company.</p> <p>Demonstration of financial capability of the company.</p> <ul style="list-style-type: none"> Copies of latest Bidder Company(s) Audited Financial Statements for last 3 years (which shall be signed by the Bidder Company(s) Public Officer and Auditors and which copies shall be certified not older than 3 months from Bid/Tender submission date) Financials prepared and signed by an independent registered accounting professional and signed by the company director. Financial statements must include cashflow statement and balance sheet. Incomplete Financial Statements will not be considered. An average of 3 years of Audited Financial Statement will be used to determine the scores for Operating Cash Flow, Profitability and Net Asset value. <p>Note:</p> <ul style="list-style-type: none"> In case of a trust, consortium, or joint venture (including unincorporated consortia and joint ventures) a LEAD CONTRACTOR must submit the financial statements. 	<p>5</p>	<p>Profitability of entity:</p> <ul style="list-style-type: none"> 5 = Above R1.5 billion. 4 = Above R1 billion up to R1.5 billion. 3 = Above R600 million up to R1 billion. 2 = Above R300 million up to R600 million. 1 = 0 up to R300 million.
	<p>5</p>	<p>Net asset value of entity:</p> <ul style="list-style-type: none"> 5 = Above R1.5 billion. 3 = Above R600 million up to R1 billion. 1 = 0 up to R600 million.
<p>TOTAL</p>	<p>100</p>	

Below are the Project Resource Evaluation Tables

Project Resources Evaluation

PROJECT RESOURCE EVALUATION										
Function/Role	Qualifications	Y/N	Professional Registration	Y/N	Required Years experience in this capacity	Actual Years experience in this capacity	Additional Years experience in this capacity	Weight	Score (0-5)	Weighted Score
Project Manager	B.Sc./B.Tech Electrical Engineering/Equivalent		ECSA Pr. Eng. / Pr. Tech.		7		-7	16	0	0
Railway Signalling Engineer	B.Eng./B.Tech./Equivalent		ECSA Pr. Eng. / Pr. Tech.		9		-9	15	0	0
Tester in Charge	B.Eng./B.Tech./Equivalent		ECSA Pr. Eng. / Pr. Tech.		7		-7	15	0	0
Testers	B.Eng./B.Tech./Equivalent		ECSA Pr. Eng. / Pr. Tech.		5		-5	15	0	0
Programmer/Scheduler	Any Built Environment Degree/Diploma/Equivalent		Pr.CPM		5		-5	11	0	0
OHS Manager	National Diploma in Safety		Pr.CHSA		5		-5	7	0	0
Public Participation and Community Liaison Manager	Certificate in BEE/National Diploma Supply Chain/B-Degree/Equivalent		N/A		5		-5	10	0	0
Site Managers	N.Dip (Electronics)/Equivalent		N/A		5		-5	7	0	0
Installers	Matric/N3/Equivalent		N/A		3		-3	4	0	0
** Populate only grayed areas above								100	0	0
SCORING:			Indicator for Compliance							
<ul style="list-style-type: none"> · 5 = ≥ Compliance and > 15 years additional accumulative weighted years' experience · 4 = Compliance and > 10 years ≤ 15 additional accumulative weighted years' experience · 3 = Compliance and > 5 years ≤ 10 additional accumulative weighted years' experience · 2 = Compliance and > 0 years ≤ 5 additional accumulative weighted years' experience 			Bidders will score points if they comply with the Qualification, Professional Registration and exceed the minimum years of experience							
<ul style="list-style-type: none"> · 1 = Complying to minimum requirements of RFP 			Bidders will score points if they comply with the Qualification, Professional Registration and minimum years of experience							
<ul style="list-style-type: none"> · 0 = Not complying to minimum requirements of RFP 			No Info or Below Min Req							

D) STAGE 3: PRICING AND SPECIFIC GOALS - (To be submitted in envelope 2)

Bidders should provide their price proposal in envelope 2, which should include Form C (Financial Offer) and provide proof of Specific Goals.

The following formula, stipulated in the approved PRASA conditions of contract, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders on pricing:

A maximum of 90 points is allocated for price on the following basis


	POINTS
PRICE	90
SPECIFIC GOALS	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULAR FOR PROCUREMENT OF GOODS AND SERVICES POINTS AWARDED FOR PRICE THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

BID DISCRIPTION: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM (“PTCS”) PHASE 1 IN PRASA WESTERN CAPE)	 prasa <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
BID NUMBER: HO/SAD/501/09/2023	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table below as may be supported by proof/ documentation stated in the conditions of this tender:

The minimum qualifying criterion for pricing is 90 points as per the standard Evaluation Criteria presented in Table 1.

The Specific Goals component of the evaluation process is weighted at 10 points in Table 1 of the standard Evaluation Criteria outlined above.

Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (90/10 SYSTEM) (TO BE COMPLETED BY THE ORGAN OF STATE)	NUMBER OF POINTS CLAIMED. (90/10 SYSTEM) (TO BE COMPLETED BY THE TENDERER)	SUPPORTING EVIDENCE TO BE PROVIDED BY THE TENDERER
Entities with a B-BBEE contributor status level of at least level 2	2		BEE Certificate not limited to SANAS approved/ Affidavit (in case of JV, a consolidated scorecard will be accepted)
Black Women Owned Companies (at least 51%)	2		Certified copy of ID Documents of the Owners and CIPC documents
Black Youth Owned Companies (at least 51%)	2		Certified copy of ID Documents of the Owners and CIPC documents
Black People with Disabilities Owned companies (at least 51%)	2		Certified copy of ID Documents of the Owners

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (90/10 SYSTEM) (TO BE COMPLETED BY THE ORGAN OF STATE)	NUMBER OF POINTS CLAIMED. (90/10 SYSTEM) (TO BE COMPLETED BY THE TENDERER)	SUPPORTING EVIDENCE TO BE PROVIDED BY THE TENDERER
			and Doctor’s note confirming the disability. The Doctors note must at minimum include the following details: <ul style="list-style-type: none"> • Doctors Practice Number; • Doctors contact details; • Practice Number of the Doctor; • Location of the Practice; • Must be on the Doctors letterhead or have a doctors stamp; • Confirmation of the patients ID and that the patient has a disability.
Black People Military Veterans Owned Companies (at least 51%)	2		Certified copy of ID Documents of the Owners and Military ID number/document
TOTAL	10		

Table 8.4: Specific Goals Evaluation Criteria

8 VALIDITY PERIOD

This RFP shall be valid for *180 Business/ working days* calculated from Bid closing date.

9 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

9.1 National Industrial Participation Programme (NIPP) requirements:

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms

of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above.

10 POST TENDER NEGOTIATION (IF APPLICABLE)

PRASA reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should PRASA conduct post tender negotiations, Respondents will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 90/10.

11 FINAL CONTRACT AWARD

PRASA will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the Specific goals Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

12 FAIRNESS AND TRANSPARENCY

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA. The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

SECTION 3

PRICING AND DELIVERY SCHEDULE

• PRICING SCHEDULE / BOQ

Respondents are required to complete the Pricing Schedule and Form C (Volume 2 /Envelop 2)

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - 1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP; and
 - 1.8.3. if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
 - 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFP.

The Bidder’s summary Pricing Sheet shall therefore be structured as per the following typical suggested high level BOQ that include the total price per Work Package:

BID PRICE DESCRIPTION					
	RAND	EUR	GBP	USD	Equivalent RAND value
<i>Spot Selling Rate @ 01 September 2023</i>	1	20.55590	23.99166	19.03800	
PART 1 (Cape Town - Simonstown)					
Bidder’s Price Meeting All Requirements of the RFP, Contract, Project, and Works for PART 1					
	R	€ 0.00	£0.00	\$0.00	R -
Add: VAT @ 15%					R -
PRASA Project Contingency Allowance @ 10% for PART 1)					R -
Add: VAT @ 15%					R -
PART 1 (Cape Town - Simonstown) Bid Price Excluding VAT					R -
Add: VAT @ 15%					R -
PART 1 (Cape Town - Simonstown) Bid Price Including VAT					R -
PART 2 (Cape Town – Southfield via Athlone)					
Bidder’s Price Meeting All Requirements of the RFP, Contract, Project, and Works for PART 2					
	R	€ 0.00	£0.00	\$0.00	R -
Add: VAT @ 15%					R -
PRASA Project Contingency Allowance @ 10% for PART 2)					R -
Add: VAT @ 15%					R -
PART 2 (Cape Town – Southfield via Athlone) Bid Price Excluding VAT					R -
Add: VAT @ 15%					R -
PART 2 (Cape Town – Southfield via Athlone) Bid Price Including VAT					R -
PART 3 (Bellville – Cape Town (via Ysterplaat)					
Bidder’s Price Meeting All Requirements of the RFP, Contract, Project, and Works for PART 3					
	R	€ 0.00	£0.00	\$0.00	R -
Add: VAT @ 15%					R -
PRASA Project Contingency Allowance @ 10% for PART 3)					R -
Add: VAT @ 15%					R -
PART 3 (Bellville – Cape Town (via Ysterplaat) Bid Price Excluding VAT					R -
Add: VAT @ 15%					R -
PART 3 (Bellville – Cape Town (via Ysterplaat) Bid Price Including VAT					R -
PART 4 (Kuilsrivier-Eersterivier-Strand-Muldersvlei Lines)					
Bidder’s Price Meeting All Requirements of the RFP, Contract, Project, and Works for PART 4					
	R	€ 0.00	£0.00	\$0.00	R -
Add: VAT @ 15%					R -
PRASA Project Contingency Allowance @ 10% for PART 4)					R -
Add: VAT @ 15%					R -
PART 4 (Kuilsrivier-Eersterivier-Strand-Muldersvlei Lines) Bid Price Excluding VAT					R -
Add: VAT @ 15%					R -
PART 4 (Kuilsrivier-Eersterivier-Strand-Muldersvlei Lines) Bid Price Including VAT					R -
PART 5 (Maitland Indoor and Outdoor Works)					
Bidder’s Price Meeting All Requirements of the RFP, Contract, Project, and Works for PART 5					
	R	€ 0.00	£0.00	\$0.00	R -
Add: VAT @ 15%					R -
PRASA Project Contingency Allowance @ 10% for PART 5)					R -
Add: VAT @ 15%					R -
PART 5 (Maitland Indoor and Outdoor Works) Bid Price Excluding VAT					R -
Add: VAT @ 15%					R -
PART 5 (Maitland Indoor and Outdoor Works) Bid Price Including VAT					R -
SubTotals (Excluding Contingency, VAT)	R	€ 0.00	£0.00	\$0.00	R -
PRASA Project Contingency Allowance @ 10%)					R -
Overall Bid Price Excluding VAT					R -
Add: VAT @ 15%					R -
Overall Bid Price Including VAT					R -

Table 8.6 Pricing Schedule/ BOQ

2 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), the other medium used to advertise the bid i.e CIDB if applicable as required per National Treasury Instruction Note 09 of 2022/2023.

3 PERFORMANCE AND BID BONDS

- 3.1. The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued within 30 days of receipt of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure** "Contract-Performance Bond Format-(Final)-Legal Approved"
- 3.2. Bidders are required to submit their Bid with a Bid Bond. The Bid Bond shall be due and payable if a bidder decides not to continue with the RFP process after submission of its Bid. The format of the Bid Bond is attached as **Annexure** "Contract-Bid Bond Format-(Final)-Legal Approved" (where applicable)]

4 OWNERSHIP OF DESIGN

- 4.1. The plans and design developed and to be provided by PRASA shall at all times remain the property of PRASA

5 SERVICE LEVELS

- 5.1. An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.2. PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 5.3. PRASA reserves the right to request that any member of the Service provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.

5.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On time delivery.

5.5. The Service provider must provide a telephone number for customer service calls.

5.6. Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days’ notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

6 TOTAL COST OF OWNERSHIP (TCO)

- 6.1. PRASA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, PRASA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 6.2. Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by PRASA’s operating divisions within South Africa to the ultimate benefit of all end-users.

7 FINANCIAL STABILITY

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past years with their Proposal in order to enable PRASA to establish financial stability.

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

BID DISCRPTION: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM ("PTCS") PHASE 1 IN PRASA WESTERN CAPE)



BID NUMBER: HO/SAD/501/09/2023

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

8 VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the Agreement] and fail to present PRASA with such renewals as and when they become due, PRASA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which PRASA may have for damages against the Respondent.

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

9 CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and PRASA will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. PRASA's General Bid Conditions*

2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to PRASA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by PRASA's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

BID DISCRIPTION: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ENABLEMENT OF THE PRASA TRAIN CONTROL SYSTEM ("PTCS") PHASE 1 IN PRASA WESTERN CAPE)

BID NUMBER: HO/SAD/501/09/2023



SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10 GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS- N/A

Bidders may submit alternative Bid only if a main Bid, strictly in accordance with all the requirements of the RFP is also submitted. The alternative Bid is submitted with the main Bid together with a schedule that compares the requirements of the RFP with the alternative requirements the Bidders proposes. Bidders must note that in submitting an alternative Bid they accept that PRASA may accept or reject the alternative Bid and shall be evaluated in accordance with the criteria stipulated in this RFP.

10.2 PRASA’S TENDER FORMS

Bidders must sign and complete the PRASA’s Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

10.3 PRECEDENT

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

10.4 RESPONSE TO RFP-CONFIDENTIALITY

Response to RFPs must clearly indicate whether any information conveyed to or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing from a response to RFP, PRASA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to PRASA that information or any response to RFP requested from PRASA is or should be treated confidentially, PRASA shall treat such information or response to RFP confidentially, unless PRASA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such information to other

Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:
 - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by PRASA; or
 - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
 - iii. refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of PRASA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by PRASA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) PRASA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to PRASA.

10.6 CORRUPTION, GIFTS AND PAYMENTS

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, PRASA shall be entitled to terminate any Response to RFP's status and to prohibit such Response to RFP, its equity members, its SPV members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

10.7 INSURANCE

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by PRASA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

10.8 NO CONTACT POLICY

Bidders may only contact the bid administrator of PRASA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

10.9 CONFLICT OF INTEREST

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

10.10 COLLUSION AND CORRUPTION

Any Bidder shall, without prejudice to any other remedy available to PRASA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998).
. The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Biding or with reasonable appreciation that, collusive any agreement,

arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or

- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

10.11 CONSORTIUM CHANGES

If exceptional circumstances should arise in which a after the submission to the bid and after closing date of submission of bids, there is change in the composition of the Bidder, either through substitution or omission of any member of the Bidder:

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -
 - i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or
 - ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
 - iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. PRASA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, PRASA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

10.13 RESPONSE TO THE RFP WARRANTY

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

11 CONDITIONS OF TENDER

General

- | | | |
|---|---|--|
| Actions | 1 | PRASA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective. |
| Interpretation | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract. |
| | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender. |
| | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender. |
| Communication | 5 | Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> . |
| PRASA's rights to accept or reject any tender | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender. |
| | 7 | After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time. |

Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- | | | |
|---|---|---|
| Eligibility | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification. |
| Cost of tendering | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify PRASA's <i>Representative</i> of any discrepancy or omissions in writing. |
| Copyright of documents | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| Acknowledge receipt | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation. |
| | 7 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 8 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, <i>i-tender</i> website and CIDB website. |
| Seek clarification | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . |

- | | | |
|---------------------------------|----|---|
| Insurance | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |
| Pricing the tender | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> . |
| | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices. |
| | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> . |
| | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies. |
| Alterations to documents | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA’s <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| Alternative tenders | 16 | Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes. |
| | 17 | Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA. |
| Submitting a tender | 18 | Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification. |
| NOTE: | 19 | Return the completed and signed <i>PRASA Tender Forms and SBD forms provided with the tender. <u>Failure to submit all the required documentation will lead to disqualification</u></i> |

- 20 **Submit the tender as an original plus 1 copy and an electronic version which should be contained in Memory Cards clearly marked in the Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**
- 21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the *tenderer's name and contact address***. Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

PRASA prefers not to receive tenders by post, and takes no responsibility for delays in the postal system or in transit within or between PRASA offices.

PRASA prefers not to receive tenders by fax, PRASA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, PRASA takes no responsibility for tenders delivered to any other site than the tender office.

PRASA employees are not permitted to deposit a tender into the PRASA tender box on behalf of a tenderer, except those lodged by post or courier.

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| Closing time | <p>25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the <i>deadline for tender submission</i>. Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.</p> <p>26 Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.</p> |
| Tender validity | <p>27 Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i>.</p> <p>28 Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.</p> |
| Clarification of tender after submission | <p>29 Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i>, shall be binding upon the <i>tenderer</i></p> |
| Submit bonds, policies etc. | <p>30 If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i>.</p> <p>31 Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i>, and sign the Form of Agreement all within the time required.</p> <p>32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.</p> |
| Fulfil BEE requirements | <p>33 Comply with PRASA's requirements regarding BBBEE Suppliers.</p> |

PRASA'S UNDERTAKINGS

PRASA, and PRASA's *Representative*, shall:

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| Respond to clarification | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> . |
| Issue Addenda | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| Return late tenders | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission. |
| Non-disclosure | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract. |
| Grounds for rejection | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award. |
| Disqualification | 6 | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender. |
| Test for responsiveness | 7 | Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>. |
| | 8 | Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in PRASA 's opinion would |

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,
- change PRASA's or the *tenderer's* risks and responsibilities under the contract, or
- affect the competitive position of other *tenderers* presenting responsive tenders, if it were to be rectified.

Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	<p>Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to <i>tenderers</i> or any other person.
Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .

Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.
Prepare contract documents	17	Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.
Sign Form of Agreement	19	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.
Provide copies of the contracts	20	Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.