

**REQUEST FOR TENDER - THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT.**



**HO/PGC/DMP/516/06/2026**

**BID NUMBER: HO/PGC/DMP/516/06/2026  
REQUEST FOR TENDER– THE APPOINTMENT OF  
CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD  
LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT.**

<b>CLOSING DATE</b>	27 July 2026
<b>CLOSING TIME</b>	12h00
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	Passenger Rail Agency of South Africa, 30 Wolmarans Street Umjantshi House Braamfontein,2001
<b>BIDDER NAME</b>	
<b>BID RETURN ADDRESS (BIDDING ENTITY RETURN ADDRESS)</b>	Contact Number: _____ Company Name: _____ Company Address: _____ _____ _____

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**BID NUMBER: HO/PGC/DMP/516/06/2026**



**DISCLAIMER**

This document is provided solely for the purpose set out in this RFT 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 RFT 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 RFT 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 RFT either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFT.

Each recipient of this RFT 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.

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 RFT each Bidder and each of its members agrees to maintain its submission in Bid to this RFT 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 RFT.

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 RFT regarding the content of a response to the RFT 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 because of its issuance of this RFT and/or its receipt of a Tender in response to it. Please note that PRASA reserves the right to:

- Modify the RFT's goods / service(s) / works and request Respondents to re-bid on any changes.
- Withdraw, amend the RFT at any time without prior notice and liability to compensate or reimburse any respondent.
- Reject any Tender which does not conform to instructions and specifications which are detailed herein
- Disqualify Tenders submitted after the stated submission deadline.
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Not necessarily accept the lowest priced Tender or alternative bid.
- Not accept any response to the RFT or appoint a final bidder.
- Reject all Tenders if so decides.
- Withdraw the RFT on good cause shown.
- Award a contract in connection with this Tender at any time after the RFT's closing date.
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFT.

- Split the award of the contract between more than one Contractor, should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or development considerations.
- Make no award at all.
- 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 Tender made by any bidder at any time and to include such Tender 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 RFT 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.

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

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

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## **1 SECTION 1: DESCRIPTION OF THE WORKS**

### **1.1 LIST OF APPENDICES**

INVITATION TO BID PART A – (SBD1)	Form A
TERMS AND CONDITIONS FOR BIDDING PART B	Form B
TENDER FORM C (PRICING SCHEDULE) – INCLUDED IN Volume	Form C
SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION	Form D
STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER	Form E
SECURITY SCREENING FORM	Form F
ACKNOWLEDGEMENT	Form G
SBD 4: BIDDERS DISCLOSURE	
SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME	
SBD 6.1: POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
Bidder's Declaration: Contract Skills Development Goal (CSDG)	Form H
Declaration Enterprise supplier Development & Contract Participation Goals (CPG)	Form I
Tender Form C & BOQ	Volume 2
FIDIC Contract – (Contract Data)	Volume 3
Technical Specifications	Volume 4
Drawings	Volume 5
Site Data and Items of Reference	Volume 6
Applicable Standards	Volume 7

## **1.2 ACRONYMS**

BAFO	Best and Final Offer
BBBEE	Broad Based-Black Economic Empowerment
EMU	Electrical Multiple Unit
CIDB	Construction Industries Development Board
DFA	Depot Facilities Agreement
DMP	Depot Modernization Programme
DTiC	The Department of Trade and Industry and Competition
OHS	Occupational Health and Safety
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
RFT	Request for TENDER
RSFRP	Rolling Stock Fleet Renewal Programme
RSR	Rail Safety Regulator
SANAS	South African National Accreditation System
TSSSA	Technical Support and Spares Supply Agreement

### **1.3 INTERPRETATION**

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

- Headings have been inserted for convenience only and should not be considered in interpreting the RFT.
- Any reference to one gender shall include the other gender.
- Words in the singular shall include the plural and vice versa.
- Any reference to natural persons shall include legal persons and vice versa.
- Words defined in a specific clause have the same meaning in all other clauses of the RFT, unless the contrary is specifically indicated.
- Any reference to the RFT, schedule or appendix, shall be construed as including a reference to any RFT, schedule or appendix amending or substituting that RFT, schedule or appendix.
- The schedules, appendices and Briefing Notes issued pursuant to this RFT, form an indivisible part of the RFT and together with further clarifying and amending information provided by PRASA, constitute the body of RFT documentation which must be complied with by Bidders.
- In the event of any inconsistency between this RFT or other earlier information published regarding the Project, the information in this RFT shall prevail; and
- This RFT shall be governed by and applied in accordance with South African law.

## 1.4 DEFINITIONS

In this RFT 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:


- “Accounting Authority” means the Board of PRASA.
- “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFT.
- “Bid” means the Bid to the RFT submitted by Bidders.
- “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, to brief the Bidders about this tender.
- “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.
- “Black Equity” means the voting equity held by Black People from time to time.
- “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended.
- “Black Woman” means African, Coloured and Indian South Africa Female citizen.
- “Briefing Note” means any correspondence to Bidders issued by the PRASA.
- “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa.
- “Bidders” means individuals, organizations or consortia that have submitted responses to the RFT in respect of the tender.
- “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFT and “Consortia” means more than one Consortium.
- “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFT.
- “Closing Date” means the closing date for submission of bids/ Proposals.
- “Project” means this project for the **REQUEST FOR TENDER FOR THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT**. “RFT” means the Request for Tender issued by PRASA for this tender; and

**REQUEST FOR TENDER - THE APPOINTMENT OF CONTRACTOR FOR THE  
CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED  
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- “Scope of Work” means the scope of work for this project as detailed out in the RFT technical specification.

REQUEST FOR TENDER - THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
BID NUMBER: HO/PGC/DMP/516/06/2026	

## 2 SECTION 2: TENDERING PROCEDURES & DATA

### 2.1 TENDER NOTICE AND INVITATION TO TENDER

2.1.1 You are hereby invited to submit a bid to meet the requirements of the Passenger Rail Agency of South Africa. Responses to this RFT [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	REQUEST FOR TENDER – REQUEST FOR TENDER FOR THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT.
BID ADVERT	This RFT may be downloaded directly from National Treasury’s e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. With effect from 12 June 2026
ISSUE DATE	<b>26 June 2026</b>
BRIEFING SESSION	COMPULSORY: <b>8 July 2026 @ 11h00</b>
VENUE	Durban Yard Depot Boardroom (PRASA Lifting Workshop, Stamford Hill, Durban, 4001. Co-ordinates -29.846387, 31.025455)
CLOSING DATE	<b>27<sup>th</sup> July 2026 at 12h00</b> Bidders must ensure that bids are delivered timeously to the correct address. As a rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	90 Working 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	<b>15<sup>th</sup> July 2026 at 15h00</b>
CLOSING DATE FOR RESPONSES	<b>20<sup>th</sup> July 2026</b>
CONTACT PERSON	Lehlohonolo Mahlonoko – <a href="mailto:lehlohonolo.mahlonoko@prasa.com">lehlohonolo.mahlonoko@prasa.com</a> and copy Rosemary Moagi at <a href="mailto:rmoagi@prasa.com">rmoagi@prasa.com</a>

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	Any additional information or clarification will be emailed to all Respondents, if necessary.
CIDB GRADING	Tenderers to have a minimum of CIDB Contractor Grading designation of 9GB or 9CE
TENDER SUBMISSION	A two-envelope submission shall apply

## **2.2 FORMAL BRIEFING**

- 2.2.1 A compulsory RFT briefing will be conducted at Durban Yard Depot Boardroom (PRASA Lifting Workshop, Stamford Hill, Durban, 4001 Co-ordinates -29.846387, 31.025455) on the 8 July 2026, at 11H00 [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.
- 2.2.2 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 RFT briefing. Bidders must also appear on the Compulsory Briefing session Register.
- 2.2.3 Respondents failing to attend the compulsory RFT briefing will be disqualified.

## **2.3 BRIEFING SESSION MINUTES AND NOTES**

- 2.3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions.
- 2.3.2 Bidders/ Respondents are requested to promptly confirm receipt of any clarifications sent to them.
- 2.3.3 Bidders/ Respondents must ensure responses to the clarifications are received on or before the deadline date stated.
- 2.3.4 Clarifications will be issued to all Respondents to this RFT utilizing the contact details provided at receipt of the responses to the RFT documentation, after submission to the authorised representative.

## **2.4 PROPOSAL SUBMISSION OF RFT RESPONSE**

2.4.1 Tender Responses must be submitted to PRASA in a sealed envelope addressed as follows:

RFT No:	<b>HO/PGC/DMP/516/06/2026</b>
Description of Bid	<b>Request for Tender – Request for tender for the appointment of contractor for the construction of Durban yard lifting shed and associated buildings project</b>
Closing date and time:	<b>27 July 2026 @ 12H00</b>
Closing address	<b>Umjantshi House, at 30 Wolmarans Street, Braamfontein, 2001.</b>

## **2.5 DELIVERY INSTRUCTION FOR RFT**

2.5.1 The Bid envelopes/packages must be submitted at PRASA, Umjantshi House, at 30 Wolmarans Street, Braamfontein, 2001.

2.5.2 There will be a tender submission register which has to be completed by all the bidders submitting the tenders.

## **2.6 B-BBEE JOINT VENTURES OR CONSORTIUMS**

2.6.1 Respondents who would wish to respond to this RFT as a Joint Venture [**JV**] or consortium with B-BBEE entities, should state their intention to do so in their RFT submission.

2.6.2 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.

2.6.3 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 RFT process. This written confirmation should clearly indicate the percentage [%] split of business and the responsibilities of each party and signed by each party.

2.6.4 Note the FIDIC (2017) General Conditions pertaining to JV's.

2.6.5 In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to PRASA.

## **2.7 COMMUNICATION**

- 2.7.1 For specific queries relating to this RFT during the RFT process, bidders are required to adhere strictly to the communication structure requirements on or be on or before **15<sup>th</sup> July 2026 at 15h00**, substantially in the form set out in Annexure 2 hereto. Any additional information or clarification will be emailed to all Respondents, if necessary
- Lehlohonolo Mahlonoko – [Lehlohonolo.mahlonoko@prasa.com](mailto:Lehlohonolo.mahlonoko@prasa.com)
  - and copy Rosemary Moagi - [rmoagi@prasa.com](mailto:rmoagi@prasa.com)
- 2.7.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to 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.
- 2.7.3 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 RFT 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.

## **2.8 CONFIDENTIALITY**

- 2.8.1 PRASA shall ensure all information related to this RFT 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.
- 2.8.2 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 RFT to have waived any right to confidentiality and treat such information as public in nature.

## **2.9 INSTRUCTIONS FOR COMPLETING THE RFT**

- 2.9.1 All responses to the RFT should be submitted in two sealed envelopes/boxes; the first envelope/ box shall have the technical and compliance response, and the second envelope/ box shall contain the financial response and specific goals response only.

2.9.2 Bidders are required to package their response/Bid as follows. Each Volume must be submitted in separate sealed envelopes. Bidders to submit their financial proposal in Envelope 2/ Box 2.

**Volume 1 (Envelope 1/Box 1)**

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

**Volume 2 (Envelope 2/ Box 2)**

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

2.9.3 Bidders must submit:

- 1x original response of Volume 1 and Volume 2
- 1x copy of Volume 1 and Volume 2
- 2x electronic submissions of Volume 1 and Volume 2, which must be contained in a memory card/ memory stick/ /External hard drive etc clearly marked as Volume 1 and Volume 2 in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e. original/copy/electronic.

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

2.9.5 Where Bidders are required to sign forms, they are required to do so using black ink pen.

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


2.9.7 Each response to RFT 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 RFT. Responses to RFT should be neatly and functionally bound, - according to their different sections.

2.9.8 The original responses to RFT 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 RFT as proof of authorization. By signing the responses to RFT the signatory warrants that all information supplied by it in its responses to RFT is true and correct and that the responses to RFT and each party whom the responses to RFT signatory represents, considers themselves subject to and bound by the terms and conditions of this RFT.

- 2.9.9 The responses to RFT formulation should be clear and concise and follow a clear methodology which responds to the RFT. The response should explain upfront in a concise Executive Summary and follow throughout the submission.
- 2.9.10 Responses to RFT must provide sufficient information and detail to enable PRASA to evaluate the responses to RFT 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 RFT. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 2.9.11 Information submitted as part of a responses to RFT should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 2.9.12 Responses to RFT should ensure that each requirement contained in the RFT is succinctly addressed. Responses to RFT should as far as possible to use the terms and definitions applied in this RFT and should clearly indicate its interpretation of any differing terminology applied.
- 2.9.13 Response to RFT documents are to be submitted to the address specified in **this RFT**, 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.
- 2.9.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFT shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 2.9.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 4.10 [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 RFT documents.
- 2.9.16 Bidders are required to review the Contract. Bidders are not allowed to amend or delete any part of the contract.
- 2.9.17 A public tender opening shall not apply.

## **2.10 RFT TIMETABLE**

- 2.10.1 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.

<b>REQUEST FOR TENDER - THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>BID NUMBER: HO/PGC/DMP/516/06/2026</b>	

**Table 1 RFT Timetable**

RFT PROCESS	MILESTONE DATES
Bid issue date	26 June 2026
Briefing Session for Bidders	08 July 2026 at 11h00
Closing date for Questions	15 July 2026 at 15h00
Closing date for Responses	20 July 2026
Closing Date for Submission of final Bid	27 July 2026 @12H00
Contract Commencement	TBA
Contract Negotiations	TBA
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of successful Bidder	TBA
Signing of Contract	TBA

## 2.11 LEGAL COMPLIANCE

- 2.11.1 Bidders should ensure that they comply with all the requirements of the RFT 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.
- 2.11.2 The successful Bidder [hereinafter referred to as the Service Provider] shall be in full and complete compliance with all applicable laws and regulations.

## 2.12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

- 2.12.1 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>.
- 2.12.2 Respondents are required to provide the following to PRASA to enable it to verify information on the CSD:

2.12.2.1 Supplier Number:

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2.12.2.2 Unique registration reference number:

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## **2.13 TAX COMPLIANCE**

2.13.1 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).

2.13.2 It is a condition of this RFT 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.

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

2.13.4 Respondents are required to be registered on the Central Supplier Database (CSD) and the National Treasury verify the Respondent's tax compliance status through the Central Supplier Database (CSD).

2.13.5 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).

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

2.13.7 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 authorize any 3rd party to verify its compliance status in one of two ways: either using an electronic access PIN, or using a Tax Clearance Certificate obtained from the new TCS system.

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

2.13.8.1 Tax Compliance Status (TCS) Pin:

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## **2.14 PROTECTION OF PERSONAL DATA**

2.14.1 In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents.

- 2.14.2 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.
- 2.14.3 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.
- 2.14.4 Similarly, PRASA requires Respondents to process any personal information disclosed by PRASA in the bidding process in the same manner.

## **2.15 VALIDITY PERIOD**

- 2.15.1 This RFT shall be valid for 90 working days, calculated from Bid closing date.

## **2.16 POST TENDER NEGOTIATION (IF APPLICABLE)**

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

## **2.17 FINAL CONTRACT AWARD**

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

## **2.18 FAIRNESS AND TRANSPARENCY**

- 2.18.1 PRASA views fairness and transparency during the RFT 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.

2.18.2 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

### **3 SECTION 3: BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS**

#### **3.1 BACKGROUND OVERVIEW**

##### **3.1.1 INTRODUCTION**

This document aims to appoint a contractor for the construction of Durban yard lifting shed and associated buildings project.

##### **3.1.2 BACKGROUND INFORMATION**

The Passenger Rail Agency of South Africa (PRASA) is rolling out a Depot Modernization Programme (DMP) to maintain the new passenger fleet (Blue Stock). In Durban, the existing Springfield Maintenance Depot will ultimately be used as the permanent maintenance facility once the modernization programme is in full effect. While the Springfield Modernization Project takes effect, there is the need to perform maintenance activities on the Blue Stock. The Durban Lifting Shed has been identified as a 'makeshift' facility to perform all maintenance activities in the interim.

##### **3.1.3 STATUS QUO**

3.1.3.1 The current Lifting Shed is currently a functional depot that is currently maintaining the yellow trains.

##### **3.1.4 TARGETED COMPLETION DATE**

3.1.4.1 The project construction duration is 24 months.

##### **3.1.5 PROJECT LOCATION**

3.1.5.1 The project is located at the Durban Yard depot in eThekweni. Approximate co-ordinates are:

29°49'54.69"S; 31° 1'41.90"E

##### **3.1.6 PROBLEM STATEMENT**

3.1.6.1 PRASA is in the process of replacing the existing rolling stock fleet with a new modern rolling stock fleet as part of the Rolling Stock Fleet Renewal Program (RSFRP).

3.1.6.2 PRASA's Rolling Stock Fleet Renewal Program is supported by Depot Modernisation Programme, which includes depot capacity (vehicles) upgrades, aligned with each phase of the rolling stock deployment.

The Depot modernisation programme (DMP) phases are based on the current contractual deliveries and include Fleet Size A (up to 10 new trains), Fleet Size B (between 11 and 40 new trains) and Fleet

Size C (more than 40 new trains.) However, the overall Depot modernisation Programme is already late by approximately 10 years.

3.1.6.3 PRASA's Maintenance obligations for the new trains will be impacted by the lack of facilities that complies with the minimum depot standards as defined in the Depot Facilities Agreement (DFA) signed between Gibela and PRASA.

3.1.6.4 The Depot Modernisation Programme is being implemented to accommodate the requirements of the new incoming train fleet, modern maintenance facilities as well as improved staging yards.

3.1.6.5 The rollout of the new trains with the required maintenance, is ahead of the Depot Modernisation Programme. In line with PRASA's latest deployment plan for the new fleet of trains, the Braamfontein, Springfield and Paarden Eiland Rolling Stock Depot have already received Fleet Size A (up to 10 new trains).

3.1.6.6 Major delays in procurement have resulted in only two phases for Wolmerton depot and resulted in interim measures for Light Maintenance (mainly limited to inspections) being implemented at Braamfontein and Springfield Depots.

3.1.6.7 In addition to the EMU (Electrical Multiple Unit) maintenance issues, the lifting shed will also be used to lift the locomotives for maintenance as this is currently being outsourced by PRASA due to lack of infrastructure.

### 3.1.7 PICTORIALS

The following picture depict the layout of the project facilities.

**Figure 1 Existing Durban Lifting Shop**



### 3.1.8 OBJECTIVES AND DESIRED OUTCOMES OF THE PROPOSED PROJECT

The desired outcomes for a successful implementation of this project shall yield the following

benefits.

- 3.1.8.1 Compliance with Rail Safety Regulator (RSR) and Occupational Health and Safety (OHS) Act regulations
- 3.1.8.2 Compliance with the minimum depot standards as defined in the Depot Facilities Agreement (DFA) signed between Gibela and PRASA.
- 3.1.8.3 Compliance with Technical Support and Spares Supply Agreement (the TSSSA) provide the Heavy Maintenance services through providing equipment such as 6-car Synchronized Mobile Lifting Jacks and underfloor wheel-lathe.

### 3.1.9 **PROJECT BENEFITS TO PRASA**

PRASA as a business shall realise the following benefits:

- 3.1.9.1 Maintain the Rail Safety Regulator licence to operate trains.
- 3.1.9.2 Commuter / Community safety.
- 3.1.9.3 Provision of reliable train service.

### 3.1.10 **CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM**

- 3.1.10.1 There are currently no mechanisms in place for the heavy maintenance of the EMU.
- 3.1.10.2 The locomotives are currently maintained by a third party.

### 3.1.11 **TARGETED AREAS BY THIS PROJECT**

This project will be executed within the confines of the PRASA Durban Yard depot.

### 3.1.12 **OTHER RELATED PROJECTS**

- 3.1.12.1 Normal PRASA infrastructure maintenance activities which may interreact with this project.
- 3.1.12.2 Depot fencing project.

### 3.1.13 **INSURANCE REQUIREMENTS FOR THE PROJECT**

The appointed contractor will provide the following insurance requirements:

- 3.1.13.1 Refer to Particular Conditions, Part A : Contract Data
- 3.1.13.2 All Guarantees and Performance securities to be provided by the Tenderer shall be Bank Guarantees from a South African Bank. See Particular Conditions: Special Conditions – Part B for further details.

### 3.1.14 **PRASA'S RESPONSIBILITIES**

The Successful Bidders are to be provided with:

Refer to the General Conditions of Contract and Particular Conditions: Special Conditions – Part B.

### **3.1.15 INFORMATION TO BE PROVIDED WITH TENDER**

The Bidders shall submit a detailed priced Bill of Quantities with the following information at the time of tendering:

- 3.1.15.1 Organization's and individual team members' recent experience on similar projects.
- 3.1.15.2 Project organogram showing names, function & responsibilities.
- 3.1.15.3 Insurance Letter of intent
- 3.1.15.4 Cashflow indicating the source of funds.
- 3.1.15.5 Advance payment will only be considered for specialist items, Lifts, Cranes, Bogie, IT equipment.
- 3.1.15.6 Contractor to state percentage of the Accepted Contracts Amount required to procure these items.

### **3.1.16 MEASUREMENTS AND PAYMENT**

#### **3.1.16.1 Measurement:**

The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

- Civil Engineering, Mechanical Engineering and Electrical Engineering Work has been drawn up in accordance with the provisions of the relevant South African National Standards (SANS) document.

#### **3.1.16.2 Payment:**

- The Contractor is to be paid in accordance with the accepted Priced Tender Bills of Quantities.
- The value of the works to be certified will be based on works done to date.
- The assessment interval is monthly.
- The contractor shall submit a Statement to the Engineer by the 20th of Each Month for work done upto and including the 15<sup>th</sup> of each month.
- The Engineer (or Engineer's Representative) will verify the statement by the 25th

of each month.

- The Engineer is to submit the payment certificate and contractor's invoice to the Client by the on the last day of the month.
- The Contractor will be paid within thirty (60) working days from date of invoice.
- The Client may provide the contractor with an Advance Payment. Advance payment will be for specific items. Advance payment guarantees shall be required for all advance payments. A maximum amount of 80% of the priced value of the item will be considered for an advance payment. Payment will be based on invoices from manufacturers/ suppliers.

### **3.1.17 FORM OF CONTRACT**

The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer " Second Edition 2017, reprinted 2022 with amendments, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) (obtainable from <https://www.fidic.org/books/construction-contract-2nd-ed-2017-red-book-reprinted-2022-amendments>), the Contract Data (Particular Conditions – Part A) and the "Special Provisions" (Particular Conditions – Part B), which include amendments and additions to such General Conditions. The Particular Conditions are contained Volume 3 of the Tender Documents.

The provisions to be found in the Special Provisions (Particular Conditions – Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions – Part A) take precedence over the Special Provisions (Particular Conditions – Part B).

### **3.2 SCOPE OF WORKS AND AREAS OF FOCUS**

The service supplier will provide qualified and experienced personnel for construction, and administration services to assist PRASA with delivering the solution with regards to the technical requirements.

PRASA will be refurbishing the Durban Yard Lifting shed and other associated facilities. The key facilities as per PRASA terms of reference include:

- Extension and Alterations to the lifting shed.
- Provision of Warehouse storage spaces
- Provision of Gibela Offices
- Provision of a Chemical storage facility
- Provision of a waste collection/ separation area
- Provision of a Windscreen Test Facility
- Civil Engineering Infrastructure
- Related Electrical, Mechanical, Electronic and Fire requirements
- Associated ancillary works and services

The broad scope of a desired solution will entail the activities listed below. The detailed scope is included in the technical documents and specifications.

**Table 2 Scope Elements**

<b>Area</b>	<b>Scope Element</b>
<b>1. Lifting Shop Refurbishment and Extension of The Existing Shed</b>	
<b>Lifting Shed Extension</b>	The Lifting Shed will be extended by 30m to the North towards Moses Mabhida Stadium. The existing northern gable wall of the shed will be demolished with new access doors provided along the gable end of the new extension. The height of the roof in the extension will be raised to ensure the lifting of locomotives is achievable. The strength of the floor will handle the operation of maintaining locomotives. Structures to support the existing 10T cranes and proposed new 55T cranes will be constructed.
<b>Bogie Storage Line</b>	Bogie Storage Line: The 'training line' between the tip top building and lifting shed will be used as the bogie storage line. Level access will be provided from the lifting shed to the bogie storage line.
<b>Bogie Turntables</b>	Bogie Turntables: 2 no. Bogie turntables will be provided to provide access from line 3 to the bogie storage line.
<b>Inspection Pits</b>	Inspection Pits will be constructed throughout the length of the shed on Line 2 & Line 3. Inspection Pits to have trafficable, removable pit covers. Inspection pits will include new rails, drainage systems and lighting.
<b>Access Platforms</b>	Access Platforms: Fixed Access platforms will be installed on the western end (adjacent to shed wall) on Line 3.
<b>Refurbish Existing Shed</b>	The Roof and Cladding to the Existing Shed will be replaced. The floor, where not being disturbed by construction activities is to be patched made good. The steel structure is to be refurbished (treated and painted).
	A lifeline will be provided over all Lines. Grey Lifting Jacks will be relocated.
	A pre-warning signal including safety signage to be provided.
<b>Cranes</b>	The existing 10T cranes are to traverse through the extension of the shed.
<b>2. Refurbishment and Re-purposing Existing Buildings</b>	

**REQUEST FOR TENDER - THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT**



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<b>Building 1 &amp; 4</b>	Building 1& 4 will be converted into a warehouse. A connection between the two buildings will be constructed to combine the two <del>studs</del>
	The floor will be reconstructed to accommodate the loading of a fully laden forklift.
	The existing buildings will be completely refurbished including roof sheeting, doors, the provision of functional facilities and finishes.
	Racking and shelving will be provided.
<b>Building 2</b>	Building 2 will be converted to a Chemical Store: Both ground and first floors are to be used for chemical storage. The building shall comply to all necessary functional and mandatory building regulations applicable for the storage of chemicals.
	The floor will be reconstructed to accommodate the loading of a fully laden forklift.
	The existing building will be completely refurbished including roof sheeting, doors, the provision of all functional facilities and finishes.
	Shelving and mobile waste trolleys will be provided.
<b>Building 3</b>	Building 3 will be re-purposed to offices for GIBELA in accordance with the accommodation schedule provided by GIBELA.
	The building will consist of a ground and first floor with a reception area, boardrooms, training room, open plan offices, server room as per the concept layout.
	The existing building will be completely refurbished including roof sheeting, the provision of all functional facilities, partitioning, and finishes.
<b>Bogies Storage: Building Works</b>	The bogie storage area will have a new covered roof consisting of a steel structure with cladding to match the lifting shed.
<b>Sundry Items</b>	Sundry items include Bird Proofing, Signage & Branding, Back-up Power Supply, Benches to washroom.
<b>Preliminary and General</b>	Additional allowance for Preliminary and General included for provision of temporary facilities for the training centre. An allowance for phasing of the work for the buildings and lifting is included.

**REQUEST FOR TENDER - THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT**



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<b>External Works</b>	A Waste Collection Area will be provided on the north end of tip-top building for general waste, hazardous waste, and valuable scrap metal.
	The Windscreen Wash Facility will be located on the Southern side of the Lifting Shed on Line 3. The Windscreen test facility will be similar to that of the GIBELA Dunnottar facility.
	Bulk Potable Water Supply, Stormwater Drainage and Sewer Services will be provided to all buildings to meet the demand requirements.
	Roadworks and Parking will be modified to incorporate the requirements derived from the new facility. Associated siteworks including demarcation fencing, functional landscaping and shade net covers will be provided.
	A Plant / Generator Room will be constructed to house the pumps/generator and other plant required for the sprinkler system and/or back-up power supply.
	Rubble and Defunct Equipment will be removed and disposed off-site.
<b>3. Mechanical &amp; Fire Services Installation</b>	
	The Lifting Shed, Warehouse, Chemical Store and Office Building will comply with all regulations relating to HVAC, Fire and Wet Services
<b>Internal Drainage Systems</b>	Internal Drainage Systems will be provided for the drainage of contaminated substances with the lifting shed pits. Existing drainage systems will be upgraded where necessary and new drainage systems will be installed to cater for the upgraded works.
<b>Internal Water Systems</b>	Storage and reticulation of Potable Water will be provided for the entire site including the installation of new and upgrade of existing systems.
<b>HVAC Systems</b>	Heating, Ventilation and Airconditioning will be provided for all facilities, including the provision of new and upgrading of existing systems where appropriate.
<b>Fire Protection and Suppression</b>	Fire systems will comply with Fire Regulations. A new Sprinkler System will be installed in the Lifting Shed including the provision for the storage of water, booster pumps etc.
<b>Compressed Air</b>	Compressed Air included the provision of a new compressor and reticulation of compressed air will be provided.

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<b>Lift Installation</b>	A lift has been included in the GIBELA offices to facilitate Universal Access to the first floor.
<b>4. Electrical and Electronic Services Installation</b>	
<b>Electrical Supply &amp; Reticulation</b>	The existing electrical supply to the facility will comply with the demand. Low Voltage and General Power will be reticulated and distributed to all buildings, including the provision of Shore Supply to the Lifting Shed.
<b>Lighting</b>	Lighting will be provided in all new buildings including the inspection pits. External lighting, fixed to the buildings will be provided.
<b>Electronic Systems Wireways</b>	Provision will be made for wireways for all Electronic Systems.
<b>Lightning Protection System</b>	Lightning Protection to the buildings will be provided.
<b>Fire Alarm System</b>	A fire alarm system will be provided.
<b>Security System</b>	A CCTV system will be provided throughout the site including the infrastructure for a fibre link.
<b>Server and Licensing</b>	Allowance is provided for the provision of ICT Server and licensing thereof.
<b>Access Control System</b>	Access Control Systems will be provided in all building with magnetic lock systems activated by electronic fingerprint reader,
<b>Public Announcement</b>	A public announcement system consisting of horn speakers, ceiling mount speakers, paging stations, digital power amplifiers will be provided.

### 3.2.1 CONSTRUCTION STAGE

The appointed service provider team shall construct and commission all facilities as per Drawings and specifications.

### 3.2.2 CLOSE-OUT STAGE

- Ensure that the maintenance manuals and guarantees are issued for the installed assets.
- Prepare and submit as-built drawings (in CAD (DWG) and PDF formats, 3 hard and 3 soft copies (on 3 separate USB drives) including project documentation.

- Provide all handover and warranty documentation including but not limited to compliance certificates, operations and maintenance manuals, training manuals, guarantees and warranties and spares holding requirements.
- Provide certificated training for operators of all equipment installed.
- Conclude the final accounts.
- Prepare and submit a close out report to PRASA with all as-built drawings.

### **3.3 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED**

The bidders are at liberty to organize their resources as they deem fit. In addition to others not listed hereunder, the Bidders will be required to provide qualified and experienced professional staff with the following professional expertise. The experts can provide dual management and technical functions as required the bidder.

Only the Mandatory/ key professional staff will be listed and required for evaluation purposes, these include:

- Construction Manager
- Project Manager
- Site Agent
- General foreman
- Health and safety officer
- Mechanical specialist

Details of the Key Professional staff deliverables and minimum qualifications are outlined below.

Construction manager-

- N dip/B-Tech/Degree Built Environment discipline.
- Reg. PRCM with SACPCMP
- minimum 10 years' experience post qualification
- 

Project Manager-

- N dip/B-Tech/Degree Built Environment discipline.
- Reg. PRCM with SACPCMP
- minimum 10 years' experience post qualification

Site Agent-

- N Dipl/B-Tech/Degree Built Environment
- 5 years' experience post qualification

General foremen-

- Minimum N2 or NQF level 3 in Built Environment
- 5 Years experience post qualification

Health and Safety officer-

- Registered with SACPCMP -Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) or Professional Construction Health and Safety Agent (PRCHSA).
- 5 Years experience post qualification

Mechanical specialist-

- N Dipl/B-Tech/Degree in mechanical engineering
- 5 years' experience post qualification

**3.4 TO BE PROVIDED BY THE CONTRACTOR**

- The contractor shall provide site books (each in triplicate) to record:
- All incidents as well as the progress of work during the occupation.
- All instructions pertaining to the technical details of the work being performed at that time.
- Upon appointment, the contractor shall supply machinery, equipment, material, labour, and consumables, etc. necessary for the undertaking and completion of the works to the satisfaction of the client.
- The client will require conformance documentation for each item of material procured by the contractor for installation used in this contract.
- All damage caused by the contractor shall be for the contractor's account.
- The contractor shall be responsible for the safety and protection of his personnel, machinery, equipment, material and partially completed work until the works are handed over to the client.
- The contractor shall verify the position of all services and all other obstacles and existing works on site. Before commencing construction in any area, the contractor shall verify the positions of services. Where any underground services are shown on the drawings, the contractor shall have the equipment available on site for as long as is necessary to detect

and locate such services and, if so ordered, he or she shall excavate by hand to expose such services in areas and in a manner and at a time agreed upon with PRASA.

- Protection of cables - Before any excavations take place near identified service cables, the contractor must contact the technical officer. The contractor shall advise PRASA at least 7 days in advance of the actual date on which to excavate near any cable. The contractor shall not use mechanical equipment to excavate within 3m of the estimated position of identified cable and shall, if necessary, expose the cable by means of hand excavation carried out under proper supervision.
- The contractor shall supply its own security company to guard his/her site during construction that is PSIRA registered with a valid letter of good standing, clear criminal record and no criminal cases pending.
- All security personnel utilised on this project shall be South African Citizens. They will undergo a security induction and vetting will be conducted by PRASA before resumption of their operation on the ground.
- The contractor's security personnel shall be responsible for safeguarding the contractor's assets. In areas where the contractor removes an existing fence, he shall also be responsible for guarding PRASA's assets at that location until the new fence is fully erected. Contractors shall not be responsible for guarding PRASA assets where no fence currently exists. Bidders are advised to familiarise themselves with the condition of the current fence.
- No claims of material or losses must be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.
- PRASA reserves the right to conduct ad-hoc inspections to ensure compliance.
- All scrap shall be disposed via PRASA Scrap disposal committees. Furthermore, it is the contractor's responsibility to ensure that valuable materials i.e., existing fence is adequately protected while in transit. The contractor shall make sure that all material is NOT removed from site until it is quantified, logged in the site diary and that it is co-signed by PRASA security representative and moved to a PRASA designated location.
- The contractor shall comply with their obligations in terms of the form of contract.

### **3.5 TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT**

Refer to Volume 4 of the RFT documents for a complete list of specifications.

The design for this project shall meet technical capabilities & performance requirements for all specifications and standards approved and adopted by PRASA. An abridged list of the technical specifications is outlined below.

- SANS 10400: Building Regulations
- PRASA Technical SHE specification
- Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment (SPK7/1)
- Manual for Track Maintenance (2012).
- S410: Specification for Railway Earthworks (December 2003)
- SANS 10160-2019: Basis of Structural Design & Actions for buildings and Industrial Structures – Parts (1-8)
- SANS 10100-2:2014: The structural use of concrete – Materials and execution of work
- SANS 282:2011: Bending Dimensions & Scheduling of Steel and Reinforcement for Concrete
- SANS 10164-1:1980: The Structural Use of Masonry – Unreinforced masonry walling
- SANS 10162-2:2011: The structural use of steel Part 2: Limit-states design of cold-formed steelwork
- SANS 10100-1:2000: The structural use of concrete – Design
- SANS 2001-CS1: 2005 Construction works Part CS1: Structural steelwork.
- Construction Industries Development Board Act (Act 38 of 2000).
- Railway Safety Regulator Act (Act 16 of 2002), as amended.
- SANS 3000: Rail Safety Management.
- SABS 0400 – 1990
- SANS 2001 specifications as applicable
- Occupational Health and Safety Act (Act No. 85 of 1993)
- Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1003) and Applicable Regulations (E4E)
- SANS ARP 084 - 1:2009 / RSR84 – 1:2009 (Railway stations – passenger platforms)  
{PART 1: Clearances on ballast-less track – 1065mm track gauge}
- National Environmental Act 107 of 1998
- Relevant Bills of Quantities, Specifications and Construction Drawings as issued by the Principal Agent.

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- Structural Engineering Specifications
- Electrical Engineering


### 3.6 EVALUATION 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:

**Table 3 Tender Evaluation**

<b>LEVEL</b>	<b>DESCRIPTION</b>
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 will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFT requirements have been met. Non-compliant Bids will be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder can deliver the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [70%], 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
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFT and/or the Bids are too close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

<b>REQUEST FOR TENDER - THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED BUILDINGS PROJECT</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>BID NUMBER: HO/PGC/DMP/516/06/2026</b>	

### 3.6.1 EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity, and experience. The evaluation committee shall use the following Evaluation Criteria depicted in the table below for the selection of the preferred bidder that shall render professional services and construction management work for the project.

**Table 4 Evaluation Criteria**

<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
<b>Stage 1</b>	Compliance
Stage 1A - Mandatory Requirements	
Stage 1B - Other Mandatory Requirements	
<b>Stage 2</b>	Technical/Functionality
Technical/Functional Requirements	Threshold of 70%
<b>Stage 3</b>	Price and Specific Goals
Price	90
Specific Goals	10
<b>TOTAL</b>	<b>100</b>

The details of the stages outlined in Table 4 above are detailed in following sections below.

### 3.6.2 STAGE 1: COMPLIANCE REQUIREMENTS

#### 3.6.2.1 Stage 1A- Mandatory Requirements

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

**Table 5 Mandatory Requirements**

<b>NO.</b>	<b>DESCRIPTION OF REQUIREMENT</b>	
a)	Briefing Session (Site Inspection Certificate) Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register.	
b)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable).	

NO.	DESCRIPTION OF REQUIREMENT	
c)	<p>The National Industrial Participation (NIP) Programme form SBD 5 must be completed and duly signed.</p>	
d)	<p>Copies of the Professional registration and Qualification certificates for all Key Personnel listed in Section 5 must be submitted with the Bid. The copies MUST be certified within a six (6) months period from close of tender. If the required copies of Professional registration and Qualification certificates are not included with the Bid, your Bid will be immediately disqualified.</p> <p>The recognition of foreign Qualifications not issued in English must be done in terms of the South African Qualification Authority (SAQA), bidders must obtain the SAQA Certificate of Evaluation (SCoE) for the foreign qualifications evaluated. If the Qualification has been awarded in other language/s, Bidders should provide translation in English.</p> <p><b>Construction Manager-</b></p> <ul style="list-style-type: none"> <li>• N dip/B-Tech/Degree Built Environment discipline.</li> <li>• Reg. PRCM with SACPCMP</li> <li>• minimum 10 years' experience post qualification</li> </ul> <p><b>Site Agent-</b></p> <ul style="list-style-type: none"> <li>• N Dipl/B-Tech/Degree Built Environment</li> <li>• 5 years' experience post qualification</li> </ul> <p><b>General Foreman-</b></p> <ul style="list-style-type: none"> <li>• Minimum N2 or NQF level 3 in Built Environment</li> <li>• 5 Years experience post qualification</li> </ul> <p><b>Health and Safety officer-</b></p> <ul style="list-style-type: none"> <li>• Registered with SACPCMP -Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) or Professional Construction Health and Safety Agent (PRCHSA).</li> <li>• 5 Years experience post qualification</li> </ul> <p><b>Mechanical specialist-</b></p>	

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NO.	DESCRIPTION OF REQUIREMENT							
	<ul style="list-style-type: none"> <li>N Dipl/B-Tech/Degree in mechanical engineering</li> <li>5 years' experience post qualification</li> </ul>							
e)	Proof of CIDB grading <b>9GB or 9CE</b>							
f)	This project requires that the successful tenderer subcontract a minimum of 30 percent (30%) of the work by the end of the contract to Targeted Enterprise(s) as defined in the Contract Data- Tenderers are to complete the FORM I: Enterprise Supplier Development & Contract Participation Goals (CPG) – Declaration Form in the Returnable Section							
g)	<p>Tenderers' shall ensure compliance with Table 2 of the Standard for developing skills through infrastructure contracts (No. 48491 Government Gazette, 28 April 2023) for the applicable class of construction works. (Tenderers are to complete the FORM H: Supplier Development Declaration Form in the Returnable Section)</p> <ul style="list-style-type: none"> <li>Construction skills development goals for different classes of engineering and construction works contracts.</li> </ul> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Designation</th> <th>Description</th> <th>Construction skills development goal (%)</th> </tr> </thead> <tbody> <tr> <td>CE and GB</td> <td>Combined Civil Engineering and Building Works</td> <td>0.375</td> </tr> </tbody> </table>	Designation	Description	Construction skills development goal (%)	CE and GB	Combined Civil Engineering and Building Works	0.375	
Designation	Description	Construction skills development goal (%)						
CE and GB	Combined Civil Engineering and Building Works	0.375						

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.

**3.6.2.2 Stage 1B - Basic Compliance 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.

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<b>BID NUMBER: HO/PGC/DMP/516/06/2026</b>	

**Table 6 Other mandatory requirements**

<b>NO</b>	<b>DESCRIPTION OF REQUIREMENT</b>	
a)	Completion of ALL RFP documentation including all declarations	
b)	Letter of Good Standing: COIDA relevant to the project	
c)	Valid SARS Pin	
d)	CSD supplier registration number	

### 3.6.3 STAGE 2: TECHNICAL/FUNCTIONALITY

#### 3.6.3.1 Functional Evaluation Criteria

Bidders are evaluated based on the functional criteria set out in this RFT Only those Bidders which score **[70]** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. Details of the scoring methodology presented above are outlined below:

A summary of the technical/functional requirements is presented in Table 7 below.

**Table 7 Technical/ functional requirements**

<b>ITEM</b>	<b>CRITERIA</b>	<b>WEIGHT</b>
a)	Methodology and programme	40
b)	Financial Capability	20
c)	Contractor Organisational Experience (Projects executed)	40
	TOTAL	100

Details of the detailed scoring methodology is presented in the Table 8 below.

**Table 8 Functionality evaluation matrix and criteria**

<b>CONTRACTOR EVALUATION</b>			
<b>CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>SCORING</b>	<b>MAXIMUM POINTS</b>
<b>Methodology, and programme</b>	<p>Provide a work breakdown structure level 3 programme in MS-Project format. It must show all major deliverables broken into manageable components of the following:</p> <ol style="list-style-type: none"> <li>1. Excavations and foundations</li> <li>2. Building / Civil works</li> <li>3. Finishing works</li> </ol> <p>The programme must:</p> <ol style="list-style-type: none"> <li>4. Indicate the critical path</li> <li>5. Activity sequencing including procurement of materials</li> <li>6. Overall duration of programme</li> </ol> <p>The methodology must indicate your construction approach showing the sequencing for the following works:</p> <ol style="list-style-type: none"> <li>7. Quality assurance</li> <li>8. Risks and measures associated with working in a rail environment</li> </ol>	<p>5 = Provided all (8) listed items under sub criteria for methodology and programme</p> <p>4 = Provided 7 listed items under sub criteria for methodology and programme</p> <p>3 = Provided 6 listed items under sub criteria for methodology and programme.</p> <p>2 = Provided 5 listed items under sub criteria for methodology and programme.</p> <p>1 = Inadequate (4 and below) or unrelated methodology provided.</p>	<b>40%</b>
<b>Financial Capability</b>	<p>The operating cash flow ratio measures a company's short-term liquidity.</p> <p><i>Recent year's set of audited</i></p>	<p>5=Operating Cash Flow Ratio X &gt; 1.</p> <p>4=Operating Cash Flow Ratio</p>	<b>20%</b>

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<b>CONTRACTOR EVALUATION</b>			
<b>CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>SCORING</b>	<b>MAXIMUM POINTS</b>
	<p><i>financial statements (not older than 2 years)</i></p> <p>Use the formula below: Operating cash flow ratio = Cash flow from operations/Current liabilities. Bidders should submit a complete set of their recent audited financial statements.</p>	<p>0.5 &lt; X &lt; 1;</p> <p>3=Operating Cash Flow Ratio 0.25&lt; X &lt; 0.5;</p> <p>2=Operating Cash Flow Ratio 0 &lt; X &lt; 0.25;</p> <p>1=Operating Cash Flow Ratio X &lt; 0;</p>	
<b>Contractor Organisational Experience (Projects executed)</b>	<p>Full points are allocated for track record of up to 5 successfully completed construction projects.</p> <p>Submit appointment letters together with corresponding Practical Completion certificates and corresponding Contactable Client referral Letters for each project.</p> <p>Each project submitted must have a minimum contract value of R50 000 000(R50 Million) The projects should be within the past 10 years.</p>	<p>5 = proof of 5 projects or more</p> <p>4 = Proof of 4 Projects</p> <p>3 = Proof of 3 Projects</p> <p>2 = Proof of 2 Projects</p> <p>1 = Proof of 1 Project</p>	<b>40%</b>
<b>TOTAL</b>			<b>100%</b>

Note: Bidders that fail to achieve the minimum overall qualifying score of 70% on functional/ technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation.

**3.6.4 STAGE 3: PRICING AND SPECIFIC GOALS**

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

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders:

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 below table as may be supported by proof/documentation stated in the conditions of this tender.

The maximum points for this tender are allocated as follows:

**Table 9 Pricing and specific goals**

	<b>POINTS</b>
<b>PRICE</b>	90
<b>SPECIFIC GOALS</b>	10
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

**3.6.4.1 Points Awarded for Price**

Formulae 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. 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:

$$P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Were,

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Rand value of tender under consideration

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Pmin = Rand value of lowest acceptable tender

The minimum qualifying criterion for pricing is 70 points as per the standard Evaluation Criteria presented above.

**3.6.4.2 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 8.8 below as may be supported by proof/ documentation stated in the conditions of this tender:

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.)

**Table 10 Points awarded for specific goals**

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)	Evidence
B-BBEE Level 1 or Level 2	2		B-BBEE Certificate/Affidavit (in case of JV, a consolidated score card must be provided)
At least 51% Black Owned	2		Certified copy of ID Documents of the Owners
At least 51% Black Women Owned	2		Certified copy of ID Documents of the Owners
At least 51% black Youth owned	2		Certified copy of ID Documents of the Owners

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Black people with disability	2		Certified copy of ID Documents of the Owners and Doctor's note confirming disability
Total	<b>10</b>		

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

### **3.7 THE NATIONAL INDUSTRIAL PARTICIPATION 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.**

## **4 SECTION 4: PRICING AND DELIVERY SCHEDULE**

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

### **4.1 PRICING**

- 4.1.1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 4.1.2 Price offer is firm and clearly indicate the basis thereof.
- 4.1.3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4.1.4 Cost breakdown must be indicated.
- 4.1.5 Price escalation basis and formula must be indicated.
- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 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
  - 4.1.8.1 Negotiate a market-related price with the Respondent scoring the highest points or cancel the RFT;
  - 4.1.8.2 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 RFT; and
  - 4.1.8.3 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 RFT.
  - 4.1.8.4 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFT.

### **4.2 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](http://www.etenders.gov.za)), the other medium used to advertise the bid i.e CIDB as required per National Treasury Instruction Note 09 of 2022/2023.



**4.3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)**

4.3.1 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 with 28 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 2.

**4.4 OWNERSHIP OF DESIGN**

4.4.1 The plans and design developed and to be provided by the Service Provider shall at all times remain the property of PRASA.]

**4.5 SERVICE LEVELS (WHERE APPLICABLE)**

4.5.1 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.

4.5.2 PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.

4.5.3 RASA 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.

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

4.5.4.1 Random checks on compliance with quality/quantity/specifications

4.5.4.2 On time delivery.

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

4.5.6 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:

<b>YES</b>	

**4.6 TOTAL COST OF OWNERSHIP (TCO) (WHERE APPLICABLE)**

- 4.6.1 PRASA will strive to procure goods, services and works which contribute to its mission. 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).
- 4.6.2 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFT 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



**4.7 FINANCIAL STABILITY**

4.7.1 Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past ...2.. years with their Proposal to enable PRASA to establish financial stability.

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: \_\_\_\_\_

**4.8 VALIDITY OF RETURNABLE DOCUMENTS**

4.8.1 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, where applicable, for the duration of any contract emanating from this RFT. 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: \_\_\_\_\_

**4.9 CERTIFICATE OF ACQUAINTANCE WITH RFT TERMS & CONDITIONS & APPLICABLE DOCUMENTS**

4.9.1 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 RFT, 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 RFT Terms and Conditions for the supply of Goods or Services or Works to PRASA

4.9.2 Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFT 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.

4.9.3 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 RFT was unclear but in respect of which he/she failed to obtain clarity.

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20....

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SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

#### **4.10 GENERAL CONDITIONS OF TENDER**

##### **4.10.1 ALTERNATIVE BIDS**

- Not applicable for this tender

##### **4.10.2 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.

##### **4.10.3 PRECEDENT**

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

##### **4.10.4 RESPONSE TO RFT-CONFIDENTIALITY**

Response to RFTs 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 RFT, PRASA shall deem the response to RFT to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFT Process indicates to PRASA that information or any response to RFT requested from PRASA is or should be treated confidentially, PRASA shall treat such information or response to RFT confidentially, unless PRASA believes that to ensure the transparency and competitiveness of the RFT Process the content of the information or response to RFT 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 RFT 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 RFT 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 RFT would prejudice the competitiveness and transparency of the RFT 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 require that such information be released to all Bidders, PRASA may:

- inform the relevant Bidder of the necessity to release such information and/or response to RFT and request the Bidder to consent to the release thereof by PRASA; or
- obtain legal advice regarding the confidentiality of the relevant information and/or response to RFT and the legal ability of PRASA to release such information; or
- refrain from releasing the information and/or response to RFT, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFT.
- 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.

#### **4.10.5 RESPONSE TO THE RFT – RFT DISQUALIFICATION**

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

#### **4.10.6 CORRUPTION, GIFTS AND PAYMENTS**

Neither the Bidders to RFTs, 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 RFT's status and to prohibit such Response to RFT, its equity members, its SPV members, its Subcontractors and their

agents, lenders and advisors from participating in any further part of the procurement of the Project.

#### **4.10.7 INSURANCE**

Unless specifically provided for in this RFT 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 RFT. The Bidder is advised to seek qualified advice regarding insurance.

#### **4.10.8 NO CONTACT POLICY**

Bidders may only contact the bid administrator of PRASA as per the terms of the Communication Structure established by this RFT, 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 RFT.

#### **4.10.9 CONFLICT OF INTEREST**

No Bidder member, subcontractor or advisor of the response to RFT may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFT or response to RFT 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 RFT. 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 RFT, no advisors or the Contractor/s or Consortium/s to any response to RFT, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFT. PRASA may disqualify the response to RFT 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.

#### **4.10.10 COLLUSION AND CORRUPTION**

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

- communicates to a person other than persons nominated by PRASA a material part of its response to RFT; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFT to this RFT or as to any material part of its Response to RFT to this RFT (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 Biding. 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 RFT Process or any proposed response to RFT (provided nothing contained in this paragraph shall prevent a response to RFT from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

#### **4.10.11 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 RFT 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 RFT.
- 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 RFT, 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 –

- 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 RFT against the RFT requirements and criteria; or
- Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFT Process.
- Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFT, shall be allowed to effect the required changes and PRASA shall reassess the response to RFT against the RFT requirements and criteria.

#### **4.10.12 COSTS OF RESPONSE TO THE RFT 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 RFT and reserves the right not to return to them such samples and to dispose of them at its discretion.

#### **4.10.13 RESPONSE TO THE RFT WARRANTY**

Bidders must provide a warranty as part of their Responses to RFT that their Responses to RFT 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.

#### 4.10.14 CONDITIONS OF TENDER

##### General

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| 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:

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| <b>Eligibility</b>  | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification.  |
| <b>Cost of tendering</b>                                  | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.   |
| <b>Check documents</b>                                    | 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.   |
| <b>Copyright of documents</b>                             | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation.  |
| <b>Standardised specifications and other publications</b> | 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. |
| <b>Acknowledge receipt</b>                                | 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 *deadline for tender submission*, in order to take the Addenda into account.

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| <b>Site visit and / or clarification meeting</b> | 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 RFT document, <i>i-tender</i> website and CIDB website. |
| <b>Seek clarification</b>                        | 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> .   |
| <b>Insurance</b>                                 | 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.  |
| <b>Pricing the tender</b>                        | 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 *Representative* or if necessary to correct errors made by the *tenderer*. 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 *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* proposes. – **Not applicable for this tender.**
- 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 *PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification***
- 20 **Submit the tender as an original plus 1 copy and 2 copies of the electronic version which should be contained in Memory Cards clearly marked as Volume 1 and 2 in the Bidders name as stated in the RFT 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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| <b>Closing time</b>                             | 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.  |
|   | 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.   |
| <b>Tender validity</b>                          | 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> .   |
|   | 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.  |
| <b>Clarification of tender after submission</b> | 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> |

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| Submit bonds, policies etc. | 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> . |
|                             | 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.   |
|                             | 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.  |
| Fulfil BEE requirements     | 33 | Comply with PRASA's requirements regarding BBEE Suppliers, where applicable.  |

#### **4.10.15 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.

<b>Non-disclosure</b>	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.
<b>Grounds for rejection</b>	5	Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.
<b>Disqualification</b>	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.
<b>Test for responsiveness</b>	7	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>
	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 <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change PRASA's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>

<b>Non-responsive tenders</b>	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.
<b>Arithmetical errors</b>	11	<p>Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• 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.</li> <li>• 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.</li> </ul>
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
<b>Evaluating the tender</b>	13	Evaluate responsive tenders in accordance with the procedure stated in the RFT / 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.
<b>Clarification of a tender</b>	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.
<b>Acceptance of tender</b>	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 *tenderer*.

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| <b>Notice to unsuccessful tenderers</b> | 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.  |
| <b>Prepare contract documents</b>       | 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"><li>• Addenda issued during the tender period,</li><li>• inclusion of some of the <i>tender returnables</i>, and</li><li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li></ul> |
| <b>Issue final contract</b>             | 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.  |
| <b>Sign Form of Agreement</b>           | 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.   |
| <b>Provide copies of the contracts</b>  | 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.   |

**REQUEST FOR TENDER - THE APPOINTMENT OF CONTRACTOR FOR THE  
CONSTRUCTION OF DURBAN YARD LIFTING SHED AND ASSOCIATED  
BUILDINGS PROJECT**

**BID NUMBER: HO/PGC/DMP/516/06/2026**



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA