REQUEST FOR TENDERS - APPOINTMENT OF A CONTRACTOR FOR THE PROCUREMENT, SUPPLY AND INSTALLATION OF 33kV ELECTRICAL PROTECTION SYSTEMS AND EQUIPMENT FOR THE PROJECT

TENDER NUMBER: HO/PT/INFR(E)/147/10/2019

REQUEST FOR TENDERS (RFT)

APPOINTMENT OF A CONTRACTOR FOR THE PROCUREMENT, SUPPLY AND INSTALLATION OF 33kV ELECTRICAL PROTECTION SYSTEMS AND EQUIPMENT FOR THE PROJECT

TENDER NUMBER: HO/PT/INFR (E) /147/10/2019
REQUEST FOR PROPOSAL

for / on behalf of
PRASA

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<th>HO/PT/INFR(E )/147/10/2019</th>
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<td>28 OCTOBER 2019</td>
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<tr>
<td>[Compulsory Briefing Session for Bidders]</td>
<td>08 NOVEMBER 2019 @ 10H30</td>
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<td>19 NOVEMBER 2019 @ 16H00</td>
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<td>Contact person:</td>
<td>AGNES SEKHUTHE E-mail <a href="mailto:asekhuthe@PRASA.com">asekhuthe@PRASA.com</a>/ (011) 013 1594 and Rosemary Moagi E-mail <a href="mailto:Rmoagi@prasa.com">Rmoagi@prasa.com</a> / (011) 013 1789</td>
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Disclaimer

This document is provided solely for the purpose set out in this notice 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 Request for Tender (“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.

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.

PRASA reserves the right to amend, modify or withdraw this RFT, or to amend the process for the Project at any time and from to time to time, without prior notice and without liability to compensate or reimburse any party or person.

PRASA is not obliged to accept any response to the RFT to this document or to appoint a final bidder. PRASA reserves the right to reject a response to the RFT at any time.

All costs and expenses incurred by Bidders in submitting responses to this RFT for the Project 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.

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 save as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process. PRASA reserves the right to adopt any proposal made by any Bidder at any time and to include such proposal in any procurement document which may or may not be made available to other Bidders.

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

If any recipient, Bidder or its employees, advisers or agents make or offers to make any gift to any of the employees of PRASA or the Contractor/s or Consortium/s to PRASA on the Project either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the Project.
Each recipient of this document 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 a Bidder’s, 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, Relevant Organisations, 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 Project.

Any Recipient residing outside the Republic of South Africa is urged to familiarise itself 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).
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TERMS AND CONDITIONS FOR BIDDING PART B  Form B
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SBD 6.1  PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
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2 LIST OF ANNEXURES

PRASA’S Conditions of Tender 

Draft Contract 

Detailed Scope of Work (Project Specification) 

Format of Performance Bond 

E4E Health and Safety Document 

Specification SPK 7/1 

Bill of Quantities 

Annexure 1 

Annexure 2 

Annexure 3 

Annexure 4 

Annexure 5 

Annexure 6 

Annexure 7
3 ACRONYMS

BBBEE  Broad Based-Black Economic Empowerment
CIDB  Construction Industries Development Board
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 Tenders
4 INTERPRETATION

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

4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFT;

4.2 any reference to one gender shall include the other gender;

4.3 words in the singular shall include the plural and vice versa;

4.4 any reference to natural persons shall include legal persons and vice versa;

4.5 words defined in a specific clause have the same meaning in all other clauses of the RFT, unless the contrary is specifically indicated;

4.6 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;

4.7 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;

4.8 in the event of any inconsistency between this RFT or other earlier information published with regard to the Project, the information in this RFT shall prevail; and

4.9 this RFT shall be governed by and applied in accordance with South African law.
5 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:

5.1 “Accounting Authority” means the Board of PRASA;
5.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the services procured in this RFT.
5.3 “Bid” means the Bid to the RFT submitted by Bidders;
5.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
5.5 “Black People” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen;
5.6 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
5.7 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
5.8 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
5.9 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFT in respect of the tender;
5.10 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFT;
5.11 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFT.
5.12 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is 10 December 2019 @ 12h00;
5.13 “Project” means this project for the procurement of a contractor for the construction for the procurement, supply and installation of 33kV electrical protection systems and equipment.
5.14 “RFT” means the Request for Tenders issued by PRASA for this tender; and
5.15 “Scope of Work” means the scope of work for this project as detailed out in the RFT technical specifications.
6 ISSUANCE OF THE RFT

PRASA issues this Request for Tenders to Bidders who shall be entitled to submit responses in accordance with the terms and conditions of this RFT.
7 INTRODUCTION AND BACKGROUND

7.1 INTRODUCTION

This is a bid for the appointment of a contractor that shall execute construction work for the project, “Western Cape Region: Upgrade 33 kV Protection Coordination”. The scope of work for the project entails the procurement, delivery to site & off-loading, installation and commission of the electrical protection system equipment.

7.2 STATUS QUO

The Western Cape Region 33kV AC Distribution Network consists of four distribution substations, namely Traction Main, Bellville, Modderdam and False Bay. Traction Main is the main primary substation supplying the three remotely located substations within the network, i.e. Bellville, Modderdam and False Bay. The power supply to the remote distribution substations is fed through two overhead lines originating from the Traction Main Substation. The whole feeding arrangement forms a ring circuit that delivers electrical power supply to the 3 kV DC traction substations along the network in a “T-off” arrangement. The distribution substations are equipped with 33 kV circuit breakers and associated protection equipment. The feeding arrangement from the “T-off” structures to each traction substation is through motorized AC disconnects.

The main point of power supply from Eskom to the 33 kV distribution network owned by PRASA is at Traction Main Substation and a second point of power supply is at Modderdam Substation.

The condition of the current installed protection equipment in the 33 kV distribution network for the Western Cape Region is as follows:

- Protection equipment at Bellville and Modderdam Substations is obsolete;
- Obsolete equipment at Bellville Substation consist of directional overcurrent and impedance relays that were manufactured by Westinghouse including an old control panel;
- Obsolete equipment at Modderdam Substation consist of directional overcurrent and impedance relays that were manufactured by England Electric Company;
7.3 PROBLEM STATEMENT

Technical failures in the 33 kV AC distribution network for the Western Cape Region are normally experienced in the winter season. A root cause of the stated technical failures has been due to the insulation breakdown and the snapping of phase & earth conductors due to age. Electrical Control Officers have been experiencing delays in tracing the exact fault location in the monitoring system after a single fault incident. A trip in the upstream 33 kV transmission line results to the isolation of all substations fed from it. Hence, protection grading has been identified as a main design defect. When an incident of this nature occurs, the Electrical Control Officer on duty normally tries to isolate the sections one by one until the section where fault has occurred has been identified. Thereafter, the Electrical Control Officer on duty will activate the standby team to go to site for further diagnosis. The mean time to repair is long due to the protection grading design that is not effective.

The protection relays installed at Traction Main Substation which are manufactured by Siemens are obsolete. Hence, the regional team is facing a challenge with technical support needed from the OEM in instances of functional errors from these protection relays.
7.4 PICTORIALS

Pictures depicting the present status quo in the 33 kV distribution substations for the Western Cape Region are presented below:

**Figure 7.1:** 33 kV protection panels

**Figure 7.2:** Old Omega and Argus Relay

**Figure 7.3:** Old Siemens Relay
Figure 7.4: Control Panel

Figure 7.5: Distance Protection Relay

Figure 7.1 to 7.5 above depicts the 33 kV protection panels and old protection relays that are obsolete and due for replacement with latest technology.
8 SCOPE OF WORK

The summary of scope of work for this project is outlined below:

- Replacement of obsolete protection relays with modern Intelligent Electronic Devices (IED's);
- Installation of a distance to protection scheme backed up with the standard Inverse Definite Minimum Time (IDMT) overcurrent and earth fault elements of appropriate protection settings;
- Replacement of the existing switchboard at Traction Main and False Bay Substation with new air-insulated assemblies;
- Installation of two new line bays including new protection equipment at Diep River Substation for the distance-to-fault indication on the outgoing overhead lines to False Bay Substation;
- Installation of a new control and protection panel at Diep River Substation;
- Closing the bus-section breaker at Traction Main Substation such that it is in a normally closed state;
- Relocation of normally open points in the 33 kV distribution network that are designed to operate Bellville, Modderdam and False Bay Substations in order to maximize the benefits of distance-to-fault indication under normal system conditions;
- Installation of check meters at Modderdam Substation for the verification of power supply consumption fed from Eskom including compliance to SANS 474;
- Installation of a quality of power supply meter on the Modderdam incomer and statistical meters on the two outgoing overhead line feeders;
- Testing and commissioning of the installed new equipment;
- Contractor to provide training to PRASA personnel on new technology deployed.

The detailed scope of work and supporting specifications are attached in Annexure 3.

9 PURPOSE OF THE RFT

This RFT has been prepared for the following purposes:-

9.1 To set out the rules of participation in the Bid process referred to in this RFT.
9.2 To disseminate information on the Project contemplated in this RFT.
9.3 To give guidance to Bidders on the preparation of their RFT Bids.
9.4 To gather information from Bidders that is verifiable and can be evaluated for the purposes of appointing a successful Bidder.
9.5 To enable PRASA to select a successful Bidder that is:
| 9.5.1 | technically and financially qualified and meet the empowerment criteria described in this RFT; |
| 9.5.2 | has sufficient experience in similar work, |
| 9.5.3 | has commitment and resources to provide the services required in this tender; and |
| 9.5.4 | carry all the obligations of the Contract. |
10 RFT TIME TABLE

<table>
<thead>
<tr>
<th>RFT Process</th>
<th>MILESTONE DATES</th>
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<tr>
<td>[Compulsory Briefing Session for Bidders at the PRASA [ ]]</td>
<td>08 NOVEMBER 2019 @ 10H30</td>
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<tr>
<td>Closing Date for Submission of final Tender</td>
<td>10 DECEMBER 2019 @ 12H00</td>
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<tr>
<td>Evaluation of Tender</td>
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<td>( Bidders note that PRASA can call for Presentations of bidders offers in between the evaluation dates )</td>
<td>TBA</td>
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<tr>
<td>Appointment of the successful Bidder</td>
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<td>Contract Negotiations</td>
<td>TBA</td>
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<tr>
<td>Signing of Contract</td>
<td>TBA</td>
</tr>
<tr>
<td>Contract Commencement</td>
<td>TBA</td>
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</table>

PRASA may at its sole discretion amend any of the milestone dates indicated in the table above. Bidders will be informed of any amendments to the timeline through the issue of Briefing Notes.
11 CONTRACT DURATION

The planned time frame for the implementation of this proposed project is Eighteen (18) months with a programme that consists of activities, which includes the construction work on site. The bidders are to bid based on the shortest realistic time frame for the completion of this project.
12 BIDDERS REQUIREMENTS

12.1 EXPERIENCE AND COMPETENCY

Bidders are required to demonstrate in their bids the following:

a) Previous experience of providing similar work in the last five years and must attach letters of referral from previous clients;

b) Must demonstrate the capacity to handle a Project of this magnitude in terms of the human resource, financials and equipment;

c) Must demonstrate capacity to perform the required building scope as defined in the scope of work, including references of the proposed subcontractor;

d) Must demonstrate capacity to perform the required AC and DC Electrical Protection systems and equipment scope as defined in the project specification, including references of the proposed subcontractor;

e) Must demonstrate that they are familiar with all regulatory framework that relates to this project including but not limited to, Occupational Health and Safety Act 85 of 1993 as amended, Railway Safety Regulator Act 16 of 2002 as amended, Construction Industries Development Board Act 38 of 2000 as amended and National Environmental Management Act 107 of 1998 as amended.

12.2 COMPLIANCE REQUIREMENTS

The compliance requirements for the submission of the bid are outlined in section 16.4.1.

12.3 TENDER REQUIREMENTS:

12.3.1 The successful contractor shall:

12.3.1.1 Have a fully operational and resourced office in Western Cape Province or set the office up for purposes of implementing the project.

12.3.1.2 Have sufficient Professional, skilled and experienced personnel for the completion of the project.

12.3.1.3 Professional teams must be registered with the appropriate professional body.

12.3.1.4 Have a minimum CIDB grading of 8EP.

12.4 DETAILS ON THE PREFERRED SOLUTION

A preferred solution to address the problems articulated in section 7.2 and 7.3 above is for PRASA to upgrade the existing 33 kV distribution network in order to achieve the following improved protection requirements:

- Full discrimination between circuits so as to ensure that only the faulted section of the network trips;
REQUEST FOR TENDERS – APPOINTMENT OF A CONTRACTOR FOR THE PROCUREMENT, SUPPLY AND INSTALLATION OF 33kV ELECTRICAL PROTECTION SYSTEMS AND EQUIPMENT FOR THE PROJECT

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- Non operation of protection relays unless there is an actual fault in the system;
- Maximum safety afforded to personnel executing maintenance in the network;
- Rapid fault clearance in to minimize equipment damage;
- Enhanced back-up protection system;
- Standard protection equipment installed in the network.

12.5 TARGETED AREA BY THIS PROJECT

The targeted area by this project is the entire 33 kV distribution network owned by PRASA in the Western Cape Region. The rest of the electrical assets for the 3 kV DC traction and 11 kV AC systems are excluded from the scope of work outlined in section 8 above.

12.6 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The geographical extent for the project is presented graphically in Figure 12.1 below.

Figure 12.1: 33 kV distribution network in Western Cape Region

The 33 kV overhead lines originating from the Traction Main Substation to the three remote substations from figure 12.1 above are marked as follows:
- Blue colour for Bellville Substation;
- Yellow for Modderdam Substation; and
- Red for False Bay Substation.

The scope of work presented in section 8 above constitutes a broad extent of the problem areas that need to be addressed in order to improve the protection system for the 33 kV distribution network in the Western Cape Region.

### 12.7 OTHER RELATED PROJECTS

A related project to this one is the “Western Cape Region: Refurbishment of Paarden Eiland, Nyanga and Langa traction substations” in terms of the integration of scope, planned occupations and switching requirements on site.

### 12.8 TO BE PROVIDED BY PRASA:

**12.8.1** PRASA is to coordinate interaction between the contractor and operational PRASA departments, where applicable.

**12.8.2** PRASA is to provide safety induction for the contractors’ personnel who will be on site.

### 12.9 TO BE PROVIDED BY THE CONTRACTOR:

**12.9.1** All PPE for staff as required by PRASA (for work near railway line, the reflective vest to have space for identification or with name of company embossed).

**12.9.2** All other requirement and consumables that the contractor will require for the delivery of the scope of works of his appointment.

**12.9.3** Make own arrangements for water supply and electricity supply for construction work.

### 12.10 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

#### 12.10.1 PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

The appointed contractor is expected to provide the following key professional expertise for the execution of the project on site:

- Team Leader/Project Director;
12.11 DETAILS OF THE MINIMUM QUALIFICATIONS FOR THE PROFESSIONAL STAFF LISTED ABOVE ARE OUTLINED BELOW.

- THE PROFESSIONAL/QUALIFICATION CERTIFICATES SUBMITTED BY THE BIDDERS SHOULD HAVE BEEN CERTIFIED WITHIN THREE (3) MONTHS PRIOR TO THE CLOSING DATE.

12.11.1 TEAM LEADER/PROJECT DIRECTOR

The desired minimum qualifications for the Team Leader/Project Director are as follows:

- BSc/B-Tech in Electrical Engineering (HV Power Systems);
- Registration certificate with ECSA;
- Diploma in Project Management;
- 5 years’ experience post qualification in the construction of electrical projects and high voltage (HV) protection systems;
- 3 years’ experience in Project Management;

12.11.2 ELECTRICAL CONSTRUCTION MANAGER

The desired minimum qualifications for the Electrical Construction Manager are as follows:

- National Diploma in Electrical Engineering (HV Power Systems);
- Registration with the project management body, SACPCMP;
- 5 years’ experience post qualification in construction of electrical projects.

12.11.3 ELECTRICAL CONSTRUCTION SUPERVISOR

The desired minimum qualifications for the Electrical Construction Supervisor are as follows:

- National Diploma in Electrical Engineering (HV Power Systems);
- Registration with the project management body, SACPCMP;
- 5 years’ experience post qualification in construction of electrical projects.
12.11.4 HEALTH AND SAFETY OFFICER

The desired minimum qualifications for the Health and Safety Officer are as follows:

- Competent Safety Officer with a minimum of 3 years industry experience;
- Registration with the SACPCMP.

12.11.5 COMMISSIONING TECHNICIAN

The desired minimum qualifications for the Commissioning Technician are as follows:

- National Diploma in Electrical Engineering (HV Power Systems);
- 3 years’ experience post qualification in the commissioning and testing of substation protection equipment;
- More than 3 years’ experience of working with substations protection systems;
- Certificate in Safe Working Procedures;

12.11.6 ELECTRICIANS

The desired minimum qualifications for the Electrician/Artisan are as follows:

- N3 in Electrical Engineering (HV Power Systems);
- Trade Test Certificate;
- 5 years’ experience post qualification in construction projects applicable Electrical Engineering.

12.12 TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT

The design for this project shall meet technical capabilities & performance requirements for all specifications and standards approved and adopted by PRASA. A detailed list of the technical specifications is as follows:

- CEE-GL-018 Version 2 – Inspection and handing over of Electrical Equipment;
- D224EB – Standard Specification for the cabling of High Voltage Substation;
- BBB0937 Version 4 - Requirements for outdoor post type current transformers for traction and distribution substations;
- CEE.0045 Version 2002/1 - Painting of steel components of electrical equipment;
- CEE.0183 Version 2 - Hot dip galvanizing and painting of electrification steelwork;
- D220EB - General standard specifications applicable to high voltage substations;
- NRS 029 - Current transformers;
- NRS 030 - Voltage transformers;
- IEC 61545 - Connecting devices - Devices for the connection of aluminium conductors in clamping units of any material and copper conductors in aluminium bodied clamping units;
- SANS 32 – Version Internal and/or external protective coatings for steel tubes - Specification for hot dip galvanized coatings applied in automatic plants;
- SANS 1019 - Standard voltages, currents and insulation levels for electricity supply;
- SANS 1186-1 - Symbolic safety signs – Part 1: Standard signs and general requirements;
- SANS 1195 – Bus bars;
- SANS 10142 - The wiring of premises (all Parts);
- SANS 10162 - The structural use of steel;
- SANS 10199 - The design and installation of earth electrodes;
- SANS 10280 - Overhead power lines for conditions prevailing in South Africa;
- SANS 10280-1 - Overhead power lines for conditions prevailing in South Africa – Part 1: Safety;
- SANS 50025 - Hot rolled products of structural steels;
- SANS 51706 - Aluminum and aluminum alloys - Castings - Chemical composition and mechanical properties;
- SANS / IEC 60044-1 - Instrument transformers – Part 1: Current transformers;
- SANS / IEC 60044-2 - Instrument transformers – Part 2: Voltage transformers;
- SANS / IEC 60137 - Insulated bushings for alternating voltages above 1 000 V;
- SANS / IEC 60273 - Characteristics of indoor and outdoor post insulators for systems with nominal voltages greater than 1 000 V;
- SANS / IEC 60383 - Insulators for overhead lines with a nominal voltage above 1000 V;
- SANS / IEC 60720 - Characteristics of line post insulators;
- SANS / IEC 60815 - Selection and dimensioning of high-voltage insulators intended for use in polluted conditions (all Parts);
- SANS / IEC 62271-1 - High-voltage switchgear and control gear – Part 1: Common specifications;
- SANS / IEC 62271-100 - High-voltage switchgear and control gear – Part 101: Alternating current circuit breakers;
- SANS / IEC 62271-1:102 - High-voltage switchgear and control gear – Part 102: Alternating current disconnectors and earthing switches;
- SANS / IEC 62271-1:103 - High-voltage switchgear and control gear – Part 103: Switches for rated voltages above 1 kV up to and including 52 kV;
- SANS / IEC 62273 - Characteristics of indoor and outdoor post insulators for systems with nominal voltages greater than 1 000 V;
- SANS / IEEE 725 / 80 - IEEE guide for safety in AC substation grounding;
13 GENERAL ISSUES

13.1 LEGAL COMPLIANCE

Bidders must ensure that they comply with all the requirements of the RFT and if Bidders fail to comply with such requirements it shall be at the sole discretion of PRASA either to allow the Bidder to comply or disqualify the Bidder. PRASA reserves the right to call a Bidder to provide additional documents which PRASA may require from a Bidder which have not been submitted to PRASA.

13.2 PRICING

Bidders must note the following:
13.2.1 offer price is firm and clearly indicate the basis thereof;
13.2.2 pricing in the Bill of Quantities is properly completed;
13.2.3 price offered must be inclusive of VAT;
13.2.4 bid is valid as prescribed in Form C.
13.2.5 Prices must be total costs and final cost to be VAT inclusive.
13.2.6 Any items not priced at tender stage or brought to the attention of PRASA in the proposal will not be entertained as a Variation Order after award.
13.2.7 Bids that provide an incomplete pricing schedule as required in Form C will be regarded by PRASA as non-responsive.
13.2.8 The appointment of the Occupational Health, Safety & Environmental (OHSE) Consultant is going to be executed by the Risk Department (PRASA Technical) and it will be in line with the time frames for this project. An independent PRASA OHSE Consultant is required and therefore a separate appointment will be made.

13.3 CONTRACT PRICE ADJUSTMENT

13.3.1 The contract price adjustment will be applied according to the conditions of contract.

13.4 PERFORMANCE AND BID BONDS

13.4.1 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 by the Preferred Bidder and it shall be issued within 30 days of receipt of notice of appointment as Preferred Bidder. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as Annexure 4.
13.5 NEW PREFERENTIAL PROCUREMENT REGULATIONS

The Preferential Procurement Regulations, issued by the Minister of Finance in 2017, were revised to align with certain changes to the Broad-Based Black Economic Empowerment (B-BBEE) legislation. They encourage procurement from Small Enterprises, particularly through sub-contracting if a tender is set above the R30 million threshold.

If it is feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

In compliance with the new regulation, this project will require that a minimum of 30% be subcontracted to one of the following types of enterprises:

- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- a cooperative which is at least 51% owned by black people; or
- an EME or QSE which is at least 51% owned by black people who are military veterans.

Before contracting with the successful Bidder, PRASA will insist on being provided with copies of formal signed subcontracting agreements that make up the legislated 30% of the contract value. The subcontractors shall be registered on the National Treasury Central Supplier Database (CSD). All agreements to state that PRASA will not be held responsible or liable should the successful Bidder breach contract with the subcontracted companies.

13.6 OWNERSHIP OF DESIGN

The plans and designs (pdf and dwg formats) developed and to be provided to PRASA shall at all times remain the property of PRASA.

13.7 VALIDITY PERIOD

This RFT shall be valid for [180 days] calculated from Bid closing date.

13.8 B-BBEE REQUIREMENTS
A Bidder must submit proof of its B-BBEE status level contributor, a Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified and will score 0 points out of 10 for B-BBEE.

14 LOCAL CONTENT - NATIONAL TREASURY STIPULATED MINIMUM THRESHOLDS FOR LOCAL PRODUCTION

14.1. LOCAL CONTENT

14.1.1 Bids will be subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.

14.1.2 Only locally produced or manufactured goods with a stipulated minimum threshold as stated in the table below for local production and content will be considered. Bidders who do not meet the stipulated minimum threshold will be automatically disqualified and not be considered further for evaluation.

14.1.3 Bidders may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

14.1.4 The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB on the date of the advertisement of the tender.

14.1.5 The Declaration Certificate for Local Content (SBD 6.2) must be completed and duly signed. Bidders who do not complete this form will be automatically disqualified.

14.1.6 The sectors / products (not limited to) listed below are subjected to local content requirements.

<table>
<thead>
<tr>
<th>NO</th>
<th>SOME EQUIPMENT AGAINST WHICH THE LOCAL CONTENT MUST BE DISCHARGED</th>
<th>% local content</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>National Treasury Designated Sectors Instruction Number 15 of 2016-2017- Steel Products and Components for Construction</td>
<td>100%</td>
</tr>
<tr>
<td>2</td>
<td>National Treasury Designated Sectors Instruction Number 5 of 2016-2017 – Electrical Cable products</td>
<td>90%</td>
</tr>
</tbody>
</table>
## Additional local content requirements

<table>
<thead>
<tr>
<th>NO</th>
<th>EQUIPMENT</th>
<th>% local content</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11 kV AC medium voltage vacuum circuit breaker</td>
<td>100%</td>
</tr>
<tr>
<td>2</td>
<td>22 kV AC medium voltage vacuum circuit breaker</td>
<td>100%</td>
</tr>
<tr>
<td>3</td>
<td>33 kV AC medium voltage vacuum circuit breaker</td>
<td>100%</td>
</tr>
<tr>
<td>4</td>
<td>44 kV AC medium voltage SF6 circuit breaker</td>
<td>100%</td>
</tr>
<tr>
<td>5</td>
<td>88 kV AC medium voltage SF6 circuit breaker</td>
<td>100%</td>
</tr>
<tr>
<td>6</td>
<td>3kV DC switch panels, complete with protection gear</td>
<td>100%</td>
</tr>
<tr>
<td>7</td>
<td>11kV AC 500mm² SWA XLPE single core cable splicing kit,</td>
<td>100%</td>
</tr>
<tr>
<td>8</td>
<td>Overhaul kit, SF6 breaker</td>
<td>100%</td>
</tr>
<tr>
<td>9</td>
<td>SF6 gas</td>
<td>100%</td>
</tr>
<tr>
<td>10</td>
<td>3kV DC high speed circuit breaker, complete with arc chute</td>
<td>100%</td>
</tr>
<tr>
<td>11</td>
<td>1.22kV/0.4kV AC 50kV 3 phase distribution transformer</td>
<td>100%</td>
</tr>
<tr>
<td>12</td>
<td>3kV DC MOV</td>
<td>100%</td>
</tr>
<tr>
<td>13</td>
<td>4µF 3kV DC capacitor</td>
<td>100%</td>
</tr>
<tr>
<td>14</td>
<td>3kV DC section insulator/wood break</td>
<td>100%</td>
</tr>
<tr>
<td>15</td>
<td>12 pulse 3kV DC traction rectifier</td>
<td>100%</td>
</tr>
<tr>
<td>16</td>
<td>Current transformer</td>
<td>100%</td>
</tr>
<tr>
<td>17</td>
<td>Voltage transformer</td>
<td>100%</td>
</tr>
<tr>
<td>18</td>
<td>Harmonic wave filter, air core inductor</td>
<td>100%</td>
</tr>
<tr>
<td>19</td>
<td>Harmonic wave filter dry dielectric capacitor</td>
<td>100%</td>
</tr>
</tbody>
</table>
### NO. SOME EQUIPMENT AGAINST WHICH THE LOCAL CONTENT MUST BE DISCHARGED

<table>
<thead>
<tr>
<th>NO</th>
<th>EQUIPMENT</th>
<th>% local content</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Transformer insulating oil</td>
<td>100%</td>
</tr>
<tr>
<td>21</td>
<td>AC/DC control panel (sheet metal work)</td>
<td>100%</td>
</tr>
<tr>
<td>22</td>
<td>Electronic control relay</td>
<td>100%</td>
</tr>
<tr>
<td>23</td>
<td>Feeder protection relay</td>
<td>100%</td>
</tr>
<tr>
<td>24</td>
<td>Protection relays, general</td>
<td>100%</td>
</tr>
<tr>
<td>25</td>
<td>1600 – 2000 A 1.8mH air core inductor</td>
<td>100%</td>
</tr>
<tr>
<td>26</td>
<td>Positive isolator</td>
<td>100%</td>
</tr>
<tr>
<td>27</td>
<td>Transformer primary bushes (11, 22, 33, 44, 88kV)</td>
<td>100%</td>
</tr>
<tr>
<td>28</td>
<td>Transformer gaskets and gasket materials</td>
<td>100%</td>
</tr>
<tr>
<td>29</td>
<td>Substation battery trip unit (charger and batteries)</td>
<td>100%</td>
</tr>
<tr>
<td>30</td>
<td>Bare overhead conductors</td>
<td>100%</td>
</tr>
<tr>
<td>31</td>
<td>Electromechanical relay</td>
<td>100%</td>
</tr>
<tr>
<td>32</td>
<td>Digital relays</td>
<td>100%</td>
</tr>
<tr>
<td>33</td>
<td>Microprocessor based intelligent electronic relays</td>
<td>100%</td>
</tr>
<tr>
<td>34</td>
<td>HV fuse</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Figure 14.1:** Local content requirements

14.1.7 For further guidance with the above requirements, bidders may refer to DTI website, www.theDTI.gov.za and National Treasury Designated Sectors Instruction Number 5 of 2016/2017, National Treasury Designated Sectors Instruction Number 12 of 2016/2017 and National Treasury Designated Sectors Instruction Number 15 of 2016/2017.
14.2 Exemption Requests

If the quantity of the components to be used for this work as listed in figure 14.1 cannot wholly be sourced from South African based manufacturers, bidders should obtain written exemption from the dti to supply the remaining portion of the components at a lower content threshold. The dti, in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

a) Required volumes in the particular tender;
b) Available collective SA industry manufacturing capacity at that time;
c) Delivery times;
d) Availability of input material and components;
e) Security of supply and emergencies;
f) Materials of construction;
g) Technical considerations including operating conditions;
h) Localisation plans aimed at establishing and / or increasing local manufacturing capacity through ramping-up of capital investments in the initial phase; and
i) Replacement of components on the existing infrastructure in order to honour the warranties and guarantees.

14.3 THE PROCESS TO BE FOLLOWED IN REQUESTING EXEMPTIONS

The following tender information must be provided on the bidder’s letterhead when requesting an exemption letter:

a) Procuring entity;
b) Tender description;
c) Bid reference number;
d) Closing date of bid;
e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications);
f) Products / inputs / components to be imported;
g) Reasons for the request; and
h) Supporting letters from local bidders’ suppliers and manufacturers.
The turnaround time for processing of exemption requests is **10 working days** from the date of receipt.

15 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

15.1 National Industrial Participation Programme (NIPP) requirements:

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above. **Bidders who do not complete this form will be automatically disqualified.**
16 EVALUATION

16.1 GENERAL

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

16.2 EVALUATION AND SCORING METHODOLOGY

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

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verify completeness</td>
<td>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.</td>
</tr>
<tr>
<td>Verify compliance</td>
<td>The Bids are checked to verify that the essential RFT requirements have been met. Non-compliant Bids will be disqualified.</td>
</tr>
<tr>
<td>Detailed Evaluation of Technical</td>
<td>Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [80%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and B-BBEE.</td>
</tr>
<tr>
<td>B-BBEE</td>
<td>Evaluate B-BBEE</td>
</tr>
<tr>
<td>Price Evaluation</td>
<td>Bidders will be evaluated on price offered.</td>
</tr>
<tr>
<td>Scoring</td>
<td>Scoring of Bids using the Evaluation Criteria.</td>
</tr>
<tr>
<td>Recommendation</td>
<td>Report formulation and recommendation of Preferred and Reserved Bidders</td>
</tr>
<tr>
<td>Best and Final Offer</td>
<td>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 to close in terms of points awarded.</td>
</tr>
<tr>
<td>Approval</td>
<td>Approval and notification of the final Bidder.</td>
</tr>
</tbody>
</table>
16.3 FAIRNESS AND TRANSPARENCY

The Institution 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. 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.

16.4 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 figure 16.1 for the selection of the preferred bidder that shall execute construction work for the project.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>WEIGHTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>Compliance</td>
</tr>
<tr>
<td>Stage 2</td>
<td>Technical/Functionality</td>
</tr>
<tr>
<td>Technical/Functional Requirements</td>
<td>Threshold of 80%</td>
</tr>
<tr>
<td>Stage 3</td>
<td>Price and BBBEE</td>
</tr>
<tr>
<td>BBBEE</td>
<td>10</td>
</tr>
<tr>
<td>Price</td>
<td>90</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

*Figure 16.1: Evaluation criteria for the selection of a potential bidder*

Details of the stages outlined in figure 16.1 above are presented in the following sections.

16.4.1 STAGE 1: COMPLIANCE REQUIREMENTS

Bidders must comply with the following requirements and failure to comply will lead to immediate disqualification.
Mandatory Requirements

Stage 1 - Mandatory Requirements

If you do not submit the following documents your tender will be automatically disqualified:

<table>
<thead>
<tr>
<th>No.</th>
<th>DESCRIPTION OF REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Completion of ALL RFP documentation (includes ALL declarations and Commissioner of Oath signatures required and forms required for local content and NIPP requirements)</td>
</tr>
<tr>
<td>b)</td>
<td>Briefing session Form D and signed attendance register</td>
</tr>
<tr>
<td>c)</td>
<td>CIDB 8 EP or higher valid certificate</td>
</tr>
<tr>
<td>d)</td>
<td>Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)</td>
</tr>
<tr>
<td>e)</td>
<td>Professional Body Registration and Qualifications <em>(refer to section 5.1 for more requirements)</em></td>
</tr>
<tr>
<td>f)</td>
<td>In compliance with the Preferential Procurement Regulation requirement of subcontracting 30% of the Works, PRASA requires a Memorandum/ad Of Understanding from the Bidders to reflect the names of companies that it intends subcontracting to, the nature of the works to be subcontracted and contract percentage that will be subcontracted to the respective companies and the terms and conditions of the relationship between the Bidder and subcontracting companies.</td>
</tr>
</tbody>
</table>

Figure 16.2: List of mandatory compliance documents
If you do not submit the following basic compliance documents and should an award be made, these basic compliance documents must be made available within 7 working days, failing which the award will be recalled.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Original or certified B-BBEE certificate (Certificates issued by a SANAS accredited verification agency)</td>
</tr>
<tr>
<td>b)</td>
<td>Letter of Good Standing: COID</td>
</tr>
<tr>
<td>c)</td>
<td>A valid and Original Tax Clearance Certificate (valid as at the closing date of this RFT) Or supply SARS Pin</td>
</tr>
<tr>
<td>d)</td>
<td>Company registration documents</td>
</tr>
<tr>
<td>e)</td>
<td>Latest audited financial statements</td>
</tr>
<tr>
<td>f)</td>
<td>Certified copies of Directors’ ID documents not older than three months</td>
</tr>
<tr>
<td>g)</td>
<td>CSD supplier registration number</td>
</tr>
</tbody>
</table>

Figure 16.3: Additional compliance requirements

**16.4.2 STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS**

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 80% as per the standard Evaluation Criteria presented in figure 16.1 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in figure 16.4.

<table>
<thead>
<tr>
<th>NO.</th>
<th>TECHNICAL/FUNCTIONAL REQUIREMENTS</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Organisational Experience</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Qualifications of Key Staff</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Experience of Key Personnel (based on submitted Curriculum Vitae (CVs)</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Project Program (Work Plan)</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Project Methodology</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Figure 16.4: Technical Evaluation Criteria
16.4.3. FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined in figure 16.5.

1 = Poor information submitted, 2 = Fair/average, 3 = Good, 4 = acceptable or very good and 5 = Excellent.

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
<th>SCORES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisational Experience</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>(NB: Provide information for successfully completed similar project/s in the following sequence; Copy of an appointment letter/s, Description of the project, Client Name, Client Contact (i.e. email and office number), Project start date, Project end date, extension of time where applicable, Contract Value inclusive of VAT, ROE and CPA. Furthermore, attach completion certificate signed by the client or letter from the client confirming successful completion of the project.)</td>
<td></td>
<td>Scores will be based on the successfully executed and completed substation protection systems projects over the last five years from the presented details in the tender document.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. 1 to 2 similar projects;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. 3 to 4 similar projects;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. 5 to 6 similar projects;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. 7 to 9 similar projects;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. 10 and above similar projects.</td>
</tr>
</tbody>
</table>
### CRITERIA

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
<th>SCORES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualifications of Key Staff</strong></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Qualifications of Key Staff</td>
<td></td>
<td>Scores will be based on the technical qualifications of the Engineer, Technologist, Technician, Electrician and Health and Safety Agent on electrical protection system projects as per details provided.</td>
</tr>
</tbody>
</table>
| *(NB: provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. If the qualification has been awarded in other language either than English please provide translation in English.)* |        | 1. Inadequate technical experience provided;  
2. Technical experience of the project team but none of the listed levels below;  
3. Technologist, Technician, Engineer, Electrician, Health and Safety Agent as part of the project team. No professional registration or trade test;  
4. Professional Technologist, Pr. Technician, Pr. Engineer, Trade Tested Electrician, Health and Safety Agent registered with the ECSA registration and SACPCMP as part of the project team;  
5. Pr. Technologist, Pr. Technician, Pr. Engineer, Trade tested Artisan with the ECSA registration and experience in railway substation projects. |
| **Experience of Key Personnel** | 20     |        |
| Experience of Key Personnel     |        | Scores will be allocated for the experience in Electrical Engineering Protection Systems projects of the Project Manager (PM), Electrical Construction Manager (CM), Electrical Construction Supervisor (CS), Health and Safety Agent (HAS), Commissioning Engineer/Technician (CET) and the Electricians/Artisans (E); |
| *(NB: Resources will be evaluated individually and the average score will be calculated. Formula below will be used to calculate average score;  
Average Score = ( PM Score + CM Score + CS score + HAS Score + CET Score + E Score) / 6).* |        | 1: Only four (4) of the six (6) listed key staff team members have more than 5 years but less than 10 years related experience;  
2: All six (6) listed key staff team members have more than 5 years but less than 10 years related experience;  
3: All six (6) listed key staff team members have more than 5 years but less than 10 years related experience. And three (3) listed key team members have more than 10 years' experience  
4: All six (6) listed key staff team members have more than 5 years related experience. And four (4) listed key team members have more than 10 years' experience. |
### Project Program (Work Plan)

(NB: Provide a project schedule in MS Project that meets the clients timeline requirements and the schedule to cover the following key Milestones:
- Design timelines including reviews
- Application of Occupations and permits
- Site establishment
- Procurement of material and all services
- Actual construction activities
- Practical completion – November 2021
- Final Works Completion – December 2021

The overall schedule should clearly indicate sequencing of activities with clear understanding of scope.)

Scores will be allocated for the Microsoft Project Schedule provided:
1. Inadequate / unrelated project schedule provided;
2. Project schedule provided but no detailed activities indicated;
3. Project schedule provided with activities indicated on the program aligned with the preferred duration of the project;
4. Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequencing of activities;
5. Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequencing of activities, clear understanding of the scope of work and site challenges addressed in the program.

### Project Methodology

(NB: The project methodology has to be in line with the scope of work outlined at item 8 above. Identify the risks associated with the project activities, and also provide mitigation measures. Furthermore clearly show risks and mitigation measures of working on the rail reserved)

Scores will be given for the project methodology that is in line with the scope of work and that is highlighting the risks that can be experienced during the project execution on site.
1. Inadequate / unrelated methodology provided;
2. Generic project methodology provided that is not aligned to the scope of work;
3. Detailed project methodology that is aligned to the scope of work;
4. Detailed project methodology that is aligned to the scope of work highlighting risks and mitigation measures;
5. Detailed project methodology that is aligned to the scope of work highlighting risks and mitigation measures associated with working in the rail reserve.

![Figure 16.5: Detailed scoring methodology](image-url)
16.4.4 STAGE 3: PRICING AND B-BBEE

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:

\[ Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where:
- \( Ps \) = Points scored for the price of tender under consideration;
- \( Pt \) = Rand value of the tender under consideration;
- \( P_{\text{min}} \) = Rand value of the lowest acceptable tender.

The minimum qualifying criteria for pricing is 90 points as per the standard Evaluation Criteria presented in Figure 16.1 above.

The BBBEE component of the evaluation process is weighted at 10 points in figure 16.1 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of their BBBEE status in their BBBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points by the Evaluation Committee are presented in figure 16.6.

<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTOR</th>
<th>NUMBER OF POINTS (90/10 SYSTEM) ABOVE R 50 MILLION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
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<td>4</td>
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<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-Compliant Contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 16.6: BBBEE Evaluation Criteria
17 INSTRUCTION FOR RESPONDING TO THE RFT

17.1 INFORMATION TO BE PROVIDED WITH TENDER

17.1.1 The Bidders shall submit a detailed priced tender offer with the following information at the time of tendering:

17.1.1.1 Detailed schedule (in Microsoft Project format) to show how work can be performed and how the substation will be ready within timelines provided by PRASA. Allow for three (3) week design approval per batch of drawing submitted.

17.1.1.2 Completed technical schedules included in the specifications of the scope of work.

17.1.1.3 CV’s of individual team members showing experience on similar projects.

17.1.1.4 Project organogram showing names, function & responsibilities.

17.1.1.5 Clear legal relationship and responsibility between Joint Venture or Consortium members or with sub-contractors if tendered by a single entity.

17.1.1.6 Letter of intent to provide performance bond.

17.1.1.7 Detailed Construction Method Statement clearly identifying all activities that the contractor will undertake and the method that the contractor will use to undertake the activities.

17.1.2 MEASUREMENTS AND PAYMENT:

17.1.2.1 The consultant will certify payments to the appointed contractor.

17.1.3 FORM OF CONTRACT:

17.1.3.1 Attached draft agreement contract – Annexure 2.

17.2 SUBMISSION OF RFT RESPONSES TO THE RFT

Responses to RFT must be submitted to PRASA before 12 p.m. South African time. On 10 December 2019 @ 12h00 at the following address:

Umjantshi House, 14th floor at 30 Wolmarans Street, Braamfontein (There will be a tender proposal submission register which has to be completed by all the bidders submitting the tenders).

Extension of the above closing date and time will only be granted where PRASA deems such extension to be appropriate in its sole discretion and PRASA is able to timeously inform all Bidders of such amended closing date.

No Responses to RFT received by facsimile, telegram, telex, e-mail or other similar format will be accepted as a validly submitted Response to RFT.
17.3 LATE SUBMISSION

A Response to RFT shall be late if it is received by PRASA at any time after the closing date and time indicated in paragraph above.

*A late submission shall be clearly marked as late and shall not be admitted for consideration by PRASA.*

17.4 RESPONSES TO THE RFT FORMAT

17.4.1 All responses to the RFT must be submitted in two sealed envelopes/boxes; the First envelop/box (Volume 1) shall have the technical and compliance response and the Second envelop/box (Volume 2) shall have the BBBEE and financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box (Volume 1) except for SBD6.2 which is a mandatory compliance requirement. PRASA may disqualify Bidders who fail to adhere to this requirement.

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

- Volume 1 part A: Tender Forms and Compliance Response excluding FORM C
- Volume 1 part B: Technical or Functional Response (response to Scope of work)
- Volume 2: BBBEE response, Financial Proposal and Tender Form C

**Volume 2** has to be submitted in a separate sealed envelope / box. Bidders must make their pricing offer in envelope / box 2, no pricing and pricing related information should be included in the Volume 1 envelope / box 1 *except for SBD6.2 which is a mandatory compliance requirement*. Bidders who indicate prices in Volume 1 envelope / box 1 else may be disqualified.

- a) Bidders must submit 1 original response, 2 copies and an electronic version which must be contained in CDs or Memory Cards clearly marked in the Bidders name.
- b) Bidders must ensure that their response to the RFT is in accordance with the structure of this document.
- c) Where Bidders are required to sign forms they are required to do so using a black ink pen.
- d) Any documents forming part of the original responses to RFT but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- e) 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 must be neatly and functionally bound, preferably according to their different sections.
f) 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.

g) The responses to RFT formulation must be clear and concise and follow a clear methodology which responses to RFT must explain upfront in a concise Executive Summary and follow throughout the responses to RFT.

h) Responses to RFT must provide sufficient information and detail in order 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.

i) Information submitted as part of a responses to RFT must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.

j) Responses to RFT must ensure that each requirement contained in the RFT is succinctly addressed. Responses to RFT should as far as possible use the terms and definitions applied in this RFT and should clearly indicate its interpretation of any differing terminology applied.

k) Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of the evaluation.**

17.5 CONTACT DETAILS

Responses to RFT must provide the name and contact details of its Authorised Representative in its covering letter to the Responses to RFT. The Authorised Representative shall be the primary contact person used by PRASA for correspondence and communication during the RFT Process.

The following contact details of the Authorised Representative must be provided:

a) Name
b) Designation
c) Telephone number
d) Mobile number
e) Facsimile number
f) E-mail address  
g) Physical address  
h) Postal address

PRASA accepts no liability for any failure by the Responses to RFT to receive information or communication from PRASA where the contact details of the Authorised Representative are incorrect or have changed. Any changes to the Authorised Representative’s contact details or any substitution of the Authorised Representative must immediately be conveyed to PRASA in terms of the Communication Structure.

17.6 OPENING OF RESPONSES TO THE RFT

All submitted Responses to RFTs shall be kept in safe custody by PRASA until the closing time for submission. All responses to RFTs shall be treated as confidential and commercially sensitive. The original copy of the responses to RFT shall be archived for record purposes.

17.7 COMMUNICATION STRUCTURE

During the RFT Process bidders must strictly adhere to the Communication Structure. All requests for clarifications, queries, questions or comments as well as all requests for communication or interaction with PRASA must be directed in writing to Agnes Sekhuthe at the following email address on or before 19 November 2019 per email on asekhuthe@PRASA.com and copy rmoagi@PRASA.com. (Please ensure that the listed e-mail addresses are copied in all your correspondence). Your enquiry should always indicate the Tender number: HO/PT/INFR(E )/147/10/2019.

17.8 BRIEFING NOTES

PRASA may issue Briefing Notes from time to time during the RFT Process to disseminate further instructions, clarifications, programme changes and information updates to responses to RFT. Briefing Notes will be sequentially numbered to facilitate easy referencing and will form part of the RFT body of documentation. Any future reference to ‘ RFT’ shall be a reference to all RFT documentation as amended, varied or updated by any Briefing Notes, and Bidders must ensure that their responses to RFTs are prepared taking into account all such Briefing Notes.

Briefing Notes will be issued to all Bidders to RFT utilizing the contact details provided at the compulsory briefing session, and after submission, to the authorised representative. Bidders are requested to promptly confirm receipt of Briefing Notes within 48 hours receipt thereof.
18 GENERAL CONDITIONS

18.1 ALTERNATIVE BIDS

Bidders may submit alternative Bid only if a main Bid, strictly in accordance with all the requirements of the RFT is also submitted. The alternative Bid is submitted with the main Bid together with a schedule that compares the requirements of the RFT with the alternative requirements the Bidders proposes.

Bidders must note that in submitting an alternative Bid they accept that PRASA may accept or reject the alternative Bid and shall be evaluated in accordance with the criteria stipulated in this RFT.

18.2 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.

18.3 PRECEDENT

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

18.4 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:

18.4.1 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;

18.4.2 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;

18.4.3 Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:

i. inform the relevant Bidder of the necessity to release such information and/or response to RFT and request the Bidder to consent to the release thereof by PRASA; or

ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFT and the legal ability of PRASA to release such information; or

iii. 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.

18.5 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.

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

18.7 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.

18.8 NO CONTACT POLICY

Bidders may only contact Agnes Sekhuthe at (011) 013 1594 or email asekhuthe@PRASA.com and copy Rosemary Moagi email rmoagi@PRASA.com 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.

18.9 BID FORMS AND SBD FORMS

To ensure the transparency and fairness of the RFT Process, each Bidder member and subcontractor must complete and sign the Bid Forms and SBD Forms and submit such signed forms with its Response to RFT. Failure to do so may result in the invalidation of the Response to RFT.

18.10 DECLARATION OF INTEREST

To ensure the transparency and fairness of the RFT Process, each Bidder member and subcontractor must complete and sign the Declaration of Interest form attached hereto as “SBD 4” (PRASA Tender Forms) and submit such signed forms with its Response to RFT. Failure to do so may result in the invalidation of the Response to RFT.

18.11 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.

18.12 COLLUSION AND CORRUPTION

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

18.12.1 communicates to a person other than persons nominated by PRASA a material part of its response to RFT; or

18.12.2 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

18.12.3 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).

18.13 CONSORTIUM CHANGES

If exceptional circumstances should arise in which 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?

18.13.1 The Bidder 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.
18.13.2 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 -
   i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFT against the RFT requirements and criteria; or
   ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFT Process.
   iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the Bidder shall be allowed to effect the required changes and PRASA shall reassess the response to RFT against the RFT requirements and criteria.

18.14 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.

18.15 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.

18.16 SUBCONTRACTING AS A CONDITION OF BID FOR PROCUREMENT ABOVE R30 MILLION (Regulation 9)

18.16.1 “The regulation states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups”.

18.16.2 The term “feasible” is used in recognition of the fact that it may not always be possible to subcontract in all Bids due to the nature of some Bids. (For instance it may not be possible
18.16.3 Institutions must therefore identify procurement opportunities for designated groups where compulsory sub-contracting must be applied to all contracts/projects above R30 million.

18.16.4 The responsibility to determine whether it is feasible or not rests with the institution preparing the Bid. Institutions must ensure participation of EMEs and QSEs in contracts or projects and not just dismiss this provision on the basis that it is not feasible without providing facts and objective analysis to substantiate their decision.

18.16.5 Notwithstanding the minimum 30% compulsory sub-contracting provision, institutions may identify procurement opportunities for participation of designated groups in contracts or projects below R30 million.

18.16.6 Bids must be advertised with a condition that Bidders who fail to comply with this requirement would be disqualified.

18.16.7 Institutions must conduct market or industry research to identify level of transformation in the sector or commodity, role players and their B-BBEE status level and availability of EMEs or QSEs who may be eligible for subcontracting.

18.16.8 The Central Supplier Database (CSD) has been upgraded to allow bidders/contractors/suppliers access to CSD for identification of potential sub-contractors from the pool of EMEs or QSEs to advance designated groups.

18.16.9 In the case of construction and built environment sectors, nothing prevents bidders/contractors/suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purpose of compliance with the minimum 30% compulsory sub-contracting provisions.

18.16.10 Bidders or contractors must submit proof of subcontracting arrangement between the main Bidder and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main Bidder and the subcontractor.

18.16.11 The responsibility for inclusion of compulsory subcontracting clause in the Bid rests with the institution.

18.16.12 The responsibility to sub-contract with competent and capable subcontractors rests with the main contractor/supplier.

18.16.13 The contract will be concluded between the main contractor and the institution, therefore, the main contractor and not the sub-contractor would be held liable for performance
in terms of its contractual obligations.

18.16.14 Main contractors/suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in Bid documents.

18.16.15 Bids that do not meet subcontracting requirements are considered as being not acceptable Bids and must be disqualified and may not be considered for further evaluation or award.

18.16.16 The report containing the list of potential subcontractors may be drawn by accessing the following link: [www.csd.gov.za](http://www.csd.gov.za)

18.16.17 The Central Supplier Database (CSD) was enhanced to enable Institutions to search for suppliers based on the criteria as per Preferential Procurement Regulations, 2017. The following steps can be followed:

18.16.18 **Step 1:** Complete the basic search elements. The Institution’s CSD user will be required to complete basic search elements like supplier, commodity and B-BBEE status level. Once the institution’s CSD user clicks on the Search button, the matching records for the search input provided will be displayed. The multiple matching records resulting from the search will enable the additional filters and Preferential Procurement Regulations, 2017 filters options to further refine the search.

18.16.19 **Step 2:** Refine the search using additional filters. The additional filters will enable the Institution’s CSD user to refine commodities and locations, if required. Once commodities and/or locations are selected from the filter results, the institution’s CSD user may click on the “Apply” button. Results will be refined based on the additional criteria that were applied.

18.16.20 **Step 3:** Refine the search using Preferential Procurement Regulations 2017 filters. The filters will enable the institution’s CSD user to refine the search for potential suppliers based on:

- a) B-BBEE status level of contributor; or
- b) Enterprise type (Exempted Micro Enterprise (EME) and/or Qualifying Small Enterprise (QSE)); and/or
- c) Designated groups which are at least 51% owned by:
  - i) black people
  - ii) black people who are youth
  - iii) black people who are women
  - iv) black people with disabilities
  - v) black people who are military veterans
(vi) black people that formed a cooperative (primary, secondary or tertiary cooperative)
(vii) black people living in rural areas or underdeveloped area or townships.
(viii) EME or QSE

18.16.21 The Institution must make available the list of suppliers registered on the CSD to provide the required goods or services in respect of the applicable designated groups mentioned in the relevant Bid from which the Bidder must select a supplier.

18.16.22 Practitioners are encouraged to frequently visit the CSD website to familiarize themselves with developments on the steps mentioned in paragraph 18.16.17.1 to 18.16.17.3. as more information on developments around this provision will be shared through the CSD.

18.16.23 Where no Bidder meets sub-contracting criteria, institutions must cancel the Bid and investigate reasons for Bidders failing to meet compulsory sub-contracting.

18.16.24 In the event of uncertainty with regard to information provided by the Bidder and the CSD is unable to verify such information at that stage, the institution may request necessary proof to substantiate the information provided.

18.16.25 In compliance with the new regulation, this project will require that a minimum of 30% be subcontracted to one of the following types of enterprises:

- an EME or QSE
- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- a cooperative which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are military veterans; or
- more than one of the categories referred to in paragraphs (a) to (h).

18.16.26 Before contracting with the successful Bidder, PRASA will insist on being provided with copies of formal signed subcontracting agreements that make up the legislated 30% of the contract value. All agreements to state that PRASA will not be held responsible or liable should the successful Bidder breach contract with the subcontracted companies.
## CONDITIONS OF TENDER:

### General

#### Actions

1. PRASA's Representative and each tenderer 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 *italics* 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 tender returnables 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 tenderer shall be to or from PRASA’s Representative 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 tenderer.

#### 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 Representative will not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender.

7. After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.
Tenderer’s obligations

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

Eligibility
1 Submit a tender only if the tenderer complies with the criteria stated in the Scope of work/specification.

Cost of tendering
2 Accept that PRASA will not compensate the tenderer for any costs incurred in the preparation and submission of a tender.

Check documents
3 Check the tender documents on receipt, including pages within them, and notify PRASA’s Representative of any discrepancy or omissions in writing.

Copyright of documents
4 Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation.

Standardised specifications and other publications
5 Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the tender documents by reference.

Acknowledge receipt
6 Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation.

7 Acknowledge receipt of Addenda / Tender Briefing Notes to the tender documents, which PRASA’s Representative may issue, and if necessary apply for an extension to the deadline for tender submission, in order to take the Addenda into account.

Site visit and / or clarification meeting
8 Attend a site visit and/or clarification meeting at which tenderers 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-tender website and CIDB website.

Seek clarification
9 Request clarification of the tender documents, if necessary, by
notifying PRASA's Representative earlier than the closing time for clarification of queries.

Insurance
10 Be informed of the risk that needs to be covered by insurance policy. The tenderer is advised to seek qualified advice regarding insurance.

Pricing the tender
11 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful tenderer. Such duties, taxes and levies are those applicable 14 days prior to the deadline for tender submission.

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 conditions of contract.

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 conditions of contract 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.

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 2 copies and an electronic version which must be contained in CDs or Memory Cards clearly marked 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 must 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 must 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.
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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.

Closing time

25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the deadline for tender submission. 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 deadline for tender submission for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

Tender validity

27 Hold the tender(s) valid for acceptance by PRASA at any time within the validity period after the deadline for tender submission.

28 Extend the validity period for a specified additional period if PRASA requests the tenderer to extend it. A tenderer 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.

Clarification of tender after submission

29 Provide clarification of a tender in response to a request to do so from PRASA’s Representative 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 Representative to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the tenderer as corrected by PRASA’s Representative with the concurrence of the tenderer, shall be binding upon the tenderer.

Submit bonds, policies etc.

30 If instructed by PRASA’s Representative (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 tenderer in terms of the conditions of contract.
31 Undertake to check the final draft of the contract provided by PRASA's Representative, 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 must be submitted with the tender.

Fulfil BEE requirements

33 Comply with PRASA’s requirements regarding BBBEE Suppliers.

**PRASA’S UNDERTAKINGS**

PRASA, and PRASA's Representative, shall:

**Respond to clarification**

1 Respond to a request for clarification received earlier than the closing time for clarification of queries. The response is notified to all tenderers.

**Issue Addenda**

2 If necessary, issue to each tenderer from time to time during the period from the date of the Letter of Invitation until the closing time for clarification of queries, Addenda that may amend, amplify, or add to the tender documents. If a tenderer applies for an extension to the deadline for tender submission, in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's Representative shall notify the extension to all tenderers.

**Return late tenders**

3 Return tenders received after the deadline for tender submission unopened to the tenderer submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.

**Non-disclosure**

4 Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.

**Grounds for rejection**

5 Consider rejecting a tender if there is any effort by a tenderer to influence the processing of tenders or contract award.

**Disqualification**

6 Instantly disqualify a tenderer (and his tender) if it is established that
the tenderer offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.

7 Test for responsiveness

Determine before detailed evaluation, whether each tender properly received
- meets the requirements of these Conditions of Tender,
- has been properly signed, and
- is responsive to the requirements of the tender documents.

8 Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in PRASA’s opinion would
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,
- change PRASA’s or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

10 Non-responsive tenders

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.

11 Arithmetical errors

Check responsive tenders for arithmetical errors, correcting them as follows:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.
- Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the Prices, if any, will be corrected.

12 Reject a tender if the tenderer does not accept the corrected total of the Prices (if any).
### Evaluating the tender

13 Evaluate responsive tenders in accordance with the procedure stated in the 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 tenderers or any other person.

### Clarification of a tender

14 Obtain from a tenderer clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.

### Acceptance of tender

15 Notify PRASA’s acceptance to the successful tenderer before the expiry of the validity period, 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.

### Notice to unsuccessful tenderers

16 After the successful tenderer has acknowledged PRASA’s notice of acceptance, notify other tenderers that their tenders have not been accepted, following PRASA’s current procedures.

### Prepare contract documents

17 Revise the contract documents issued by PRASA as part of the tender documents to take account of:

- Addenda issued during the tender period,
- inclusion of some of the tender returnables, and
- other revisions agreed between PRASA and the successful tenderer, before the issue of PRASA’s notice of acceptance (of the tender).

### Issue final contract

18 Issue the final contract documents to the successful tenderer for acceptance within one week of the date of PRASA’s notice of acceptance.

### Sign Form of Agreement

19 Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA’s notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.

### Provide copies of the contracts

20 Provide to the successful tenderer 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.
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