

**BID NUMBER: 12/2023/CTN/INFRA**

**REQUEST FOR PROPOSAL (RFP) FOR  
*UPGRADE OF THE FIBRE CAPACITY IN THE  
WESTERN CAPE REGION***

**REQUEST FOR PROPOSAL (RFP) FOR THE UPGRADE OF FIBRE CAPACITY IN WESTERN CAPE REGION**



**Tender Number: 12/2023/CTN/INFRA**

<b>CLOSING DATE</b>	<b>10 May 2024</b>
<b>CLOSING TIME</b>	<b>12:00pm</b>
<b>BRIEFING SESSION</b>	<b>COMPULSORY</b>
	<b>DATE: 26 April 2024</b>
	<b>TIME: 11:00pm</b> <b>VENUE: Room 163, Infrastructure Building, Off Malta Road, Salt River, Cape Town</b>
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>PASSENGER RAIL AGENCY OF SOUTH AFRICA</b>  <b>Metrorail Western Cape</b> <b>1 Adderley Street</b> <b>Propnet Building</b> <b>6<sup>th</sup> Floor Room 622A</b> <b>Cape Town</b>
<b>BIDDER NAME</b>	.....

## **Disclaimer**

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

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

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

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

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

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either

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in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.

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

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

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

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

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;

- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

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

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

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

PRASA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or

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cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

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

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

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<b>TENDER FORM (PRICING SCHEDULE)</b>	<b>Form C</b>
<b>SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION</b>	<b>Form D</b>
<b>STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER</b>	<b>Form E</b>
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## **1 LIST OF ANNEXURES TO THE RFP**

Draft Contract Annexure 1

RFP CLARIFICATION FORM Annexure 2

**Performance Bond Annexure 3**

## **2 ACRONYMS**

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

### **3 INTERPRETATION**

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

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

## **4 DEFINITIONS**

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

- 4.1** Accounting Authority” means the Board of PRASA;
- 4.2** Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 4.3** “Bid” means the Bid to the RFP submitted by Bidders;
- 4.4** “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 4.5** “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 4.6** “Black Equity” means the voting equity held by Black People from time to time;
- 4.7** “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended.
- 4.8** “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 4.9** “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 4.10** “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 4.11** Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 4.12** “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 4.13** “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 4.14** “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is 10 May **2024**;
- 4.15** “Project” means this project for **UPGRADE OF THE FIBRE CAPACITY IN THE WESTERN CAPE REGION**
- 4.16** “RFP” means the Request for Proposals issued by PRASA for this tender; and
- 4.17** “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

**SECTION 1  
NOTICE TO BIDDERS**

**1 INVITATION TO BID**

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

<b>BID DESCRIPTION</b>	<b>UPGRADE FIBRE CAPACITY IN THE WESTERN CAPE REGION</b>
<b>BID ADVERT</b>	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. With effect from 17 April 2024
<b>ISSUE DATE</b>	<b>17 April 2024</b>
<b>COLLECTION DATE DEADLINE (if applicable)</b>	N/A
<b>COMPULSORY BRIEFING SESSION</b>	<b>YES</b> <b>26 April 2024 at 12:00pm</b> <b>Room 163, Infrastructure Building, Off Malta Road, Salt River</b>
<b>CLOSING DATE</b>	<b>10 May 2024</b> Bidders must ensure that bids are delivered timeously to the correct address.  As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>90 Working Days from Closing Date</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
<b>CLOSING DATE FOR QUESTIONS</b>	<b>08 May 2024</b>
<b>CLOSING DATE FOR RESPONSES</b>	<b>08 May 2024</b>
<b>CONTACT PERSON</b>	<a href="mailto:yoliswa.mgenge@prasa.com">yoliswa.mgenge@prasa.com</a>

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

## **2 FORMAL BRIEFING**

A compulsory pre-proposal RFP briefing will be conducted at **Metrorail Offices, Infrastructure Building, Room 163, Off Malta Road, Salt River on the 26 April 2024, at 11:00am** [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

Bidders to ensure that they bring with tender documents when attending the briefing. Bidders will be given 15 minutes grace time when attending compulsory briefing sessions, thereafter the door to the venue will be closed.

2.1 *A Certificate of Attendance in the form set out in Form D ..... hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.* Bidders must also appear on the Compulsory Briefing session Register.

2.2 Respondents failing to attend the compulsory RFP briefing may be disqualified.

2.3 **Tender document may only be downloaded and printed from etender website.**

## **3 BRIEFING SESSION MINUTES AND NOTES**

3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions within **10 days** from the date of the briefing session.

3.2 Clarifications will be issued to all Respondents to this RFP utilizing the contact details provided at receipt of the responses to the RFP documentation, after submission to the authorised representative.

3.3 Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.

3.4 Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.

#### **4 PROPOSAL SUBMISSION OF RFP RESPONSE**

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

The Secretariat / Tender Office Metrorail Western Cape  
1 Adderley Street  
Propnet Building  
6<sup>th</sup> Floor Room 622A  
Cape Town

RFP No:	<b>12/2023/CTN/INFRA</b>
Description of Bid	<b>Upgrade of the Fibre Capacity in the Western Cape Region</b>
Closing date and time:	<b>10 May 2024 at 12:00pm</b>
Closing address	Metrorail Western Cape 1 Adderley Street Propnet Building 6 <sup>th</sup> Floor Room 622A Cape Town



## **5 DELIVERY INSTRUCTION FOR RFP**

### **Delivery of Bid**

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

THE SECRETARIAT / TENDER OFFICE  
PRASA ADJUDICATION COMMITTEE TENDER BOX  
Metrorail Western Cape  
1 Adderley Street  
Propnet Building  
6<sup>th</sup> Floor Room 622A  
Cape Town

### **5.1 B-BBEE Joint Ventures or Consortiums**

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

## **6 COMMUNICATION**

6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to [yoliswa.mgenge@prasa.com](mailto:yoliswa.mgenge@prasa.com) before 10 May **2024**, substantially in the form set out in **Annexure 2** hereto.

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

6.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number [lindeka.tshuku@prasa.com](mailto:lindeka.tshuku@prasa.com) on any matter relating to its RFP Proposal.

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

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

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

Bid/Tender Description

Bid/Tender Reference Number

Closing date of Bid/Tender

Supplier Name;

Supplier Contact details

The detailed compliant

## **7 CONFIDENTIALITY**

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

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

## **8 INSTRUCTIONS FOR COMPLETING THE RFP**

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

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

### **Volume 1 (Envelope 1/Package 1)**

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

### **Volume 2 (Envelope 2/ Package 2)**

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

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

8.3 Bidders must submit 1 original response and may submit copies and an electronic version which must be contained in a Memory Card/External hard drive etc clearly

marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.

- 8.4 Bidders should ensure that their response to the RFP is in accordance with the structure of this document.
- 8.5 Where Bidders are required to sign forms they are required to do so using preferably black ink pen.
- 8.6 Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.
- 8.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.
- 8.8 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.

- 8.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 8.13 Response to RFP documents are to be submitted to the address specified in **this RFP**, and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 8.16 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of contract negotiations processes with the preferred bidder.**

## 9 RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	17 April 2024
<b>Briefing Session for Bidders at the Room 163, Infrastructure Building, Off Malta Road, Salt River</b>	26 April 2024 at 11:00am
Closing date for Questions	08 May 2024
Closing date for Responses	08 May 2024
Closing Date for Submission of final Bid	10 May 2024 at 12:00 pm
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

PRASA may at its sole discretion amend any of the milestone dates indicated in the table above.

## 10 LEGAL COMPLIANCE

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

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

## 11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

**Supplier Number:** \_\_\_\_\_ **Unique registration reference number:**  
\_\_\_\_\_.

## 12 TAX COMPLIANCE

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

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

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

Respondents are required to be registered on the Central Supplier Database (CSD) as indicated in paragraph 12 and the National Treasury shall verify the Respondent's tax compliance status through the Central Supplier Database (CSD).

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database (CSD) and their tax compliance status will be verified through the Central Supplier Database (CSD).

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

New Tax Compliance Status (TCS) System

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

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

**Tax Compliance Status (TCS) Pin:\_\_\_\_\_.**

### **13 PROTECTION OF PERSONAL DATA**

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



## **SECTION 2**

### **BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS**

#### **1 INTRODUCTION AND BACKGROUND**

Passenger Rail Agency of South Africa (“PRASA”) has identified the need to appoint a service provider for the **UPGRADE OF THE FIBRE CAPACITY IN THE WESTERN CAPE REGION**

##### **OVERVIEW**

PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis. Fibre for PRASA and the industry at large has become the major reliable, safe, and fastest mode of communication further reducing the use of copper and inherently theft & vandalism. It has revolutionised the industry as being technology of the future today. Tie in with this PRASA’s new Re-Signalling project and the organisation is well on its way to becoming a key role player within the transport industry and the railway Industry.

Throughout the whole Western Cape Region, PRASA has installed overhead fiber to support the company’s operational needs for communication. Currently all departments within PRASA they are busy upgrading their systems to run on fiber throughout the Western Cape Region. We have two fiber backbones which we are running all these systems on them, the Overhead (OFC1) and the Underground (OFC2) and Overhead fiber is installed to all the Corridors, but the underground is not installed to all Corridors.

Since some of these Corridors have not been upgraded with the underground fiber, we are facing a shortage of fiber Capacity on the overhead fiber. Even though the underground is installed, and overhead is also installed to other corridors but still the space or the Capacity is running out for PRASA to accommodate all these services that are being now upgraded to be running on fiber.

#### **2 OVERVIEW**

Recently at PRASA, Optical fibre is being used as the main medium for telecommunication for almost all the systems we have. In the past few months, we

have migrated our Tele-control system for Substation monitoring and our Alarm systems at Ticket offices to work via the fibre network. Also, system like the new Signalling project, CCTV monitoring and ICT services are running on fibre.

Recently in the past months we have been exposed to too much vandalism on the fibre network for both overhead and underground fibre and in some cases has caused the train service to be cancelled for the day until the fibre break has been repaired and PRASA losing revenue for that day. In the last 4 months alone, we have had on average +-15 fibre breaks/vandalisms a week, and this has caused many disruptions in our day-to-day operations of train service.

PRASA seeks to benefit from this partnership in the following ways: (**Project / Events Specific**)

- 2.1 PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- 2.2 PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 2.3 PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
- 2.4 PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 2.5 PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

### **3. KEY OBJECTIVES OF THE RFP**

This RFP has been prepared for the following purposes:

3.1 TO SET OUT THE RULES OF PARTICIPATION IN THE BID PROCESS REFERRED TO IN THIS RFP.

3.2 TO DISSEMINATE INFORMATION ON THE PROJECT CONTEMPLATED IN THIS RFP.

3.3 TO GIVE GUIDANCE TO BIDDERS ON THE PREPARATION OF THEIR RFP BIDS.

3.4 TO GATHER INFORMATION FROM BIDDERS THAT IS VERIFIABLE AND CAN BE EVALUATED FOR THE PURPOSES OF APPOINTING A SUCCESSFUL BIDDER.

3.5 TO ENABLE PRASA TO SELECT A SUCCESSFUL BIDDER THAT IS:

- a) technically qualified and meet the empowerment criteria described in this RFP;
- b) Carry all the obligations of the Contract.

### **4. SCOPE OF WORK**

The appointed company will be required to provide/supply all the required material and the necessary tools as well as the manpower for them to be able to do the upgrade on both our fibres which is the Overhead and underground, but the solution is to start with the most affected areas and move to the other areas where it is less affected in terms of fibre capacity. The most affected areas are where there is new Signalling system and where some systems are disconnected since we had no capacity to accommodate the new system on our network and we had to make some changes because we had to run trains.

The location and extent of the Works is along the following rail corridors:

Cape Town Station to Woodstock Station

Woodstock Station to Salt River Station

Salt River Station to Observatory Station

Observatory Station to Mowbray Station

Mowbray Station to Rosebank Station

Rosebank Station to Rondebosch Station

Rondebosch Station to Newlands Station

Newlands Station to Claremont Station

Claremont Station to Hartfield Road Station  
Hartfield Road Station to Kenilworth Station  
Kenilworth Station to Wynberg Station  
Wynberg Station to Wittebome Station  
Wittebome Station to Plumstead Station  
Plumstead Station to Steurhof Station  
Steurhof Station to Diep River Station  
Diep River Station to Southfield Station  
Southfield Station to Ottery Station  
Ottery Station to Wetton Station  
Wetton Station to Lansdowne Station  
Lansdowne Station to Crawford Station  
Crawford Station to Athlone Station  
Athlone Station to Hazendal Station  
Hazendal Station to Pinelands Station  
Pinelands Station to Ndabeni Station  
Ndabeni Station to Maitland Relay room

And all PRASA depots, Relay rooms, SER's and Offices along both these lines.

The location and extent of the site of the Works is between the property boundaries of PRASA in the Western Cape. The Contractor shall acquaint himself with the available access to the various sites and the condition of the roads during the site inspection.

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

The engineering specification of the items for the systems is described below. All relevant specifications and datasheets have been included.

“Please note the materials, equipment and systems specified is not limited to a specific product unless indicated by Metrorail. If any other material is used than those recommended in the tender document, the tenderer is obliged to submit detailed

**REQUEST FOR PROPOSAL (RFP) FOR THE UPGRADE OF FIBRE CAPACITY IN WESTERN CAPE REGION**



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specifications of the material, equipment and system that is being offered as an alternative. These materials will be subject to PRASA Metrorail’s approval.”

**Specifications for the Installation of Optical Fiber Cable on Traction Masts, underground and Accessories in the PRASA Rail Environment.**

**Special Conditions**

To successfully complete the **UPGRADE OF FIBRE CAPACITY AT VARIOUS SITES IN THE WESTERN CAPE REGION**

The following conditions must be met and abided by: All Bidders

**4 Splicing Machines must be held by the Successful Bidder** after contract awarding in order to fulfil the duties. There will be one machine for each of the 4 technicians for them to be independently functional and not dependant on other teams for a splicing machine.

**4 Vehicles – LDV– this is Needed and must be Own or lease by the Successful Bidder after Contract awarding** so that the teams can perform their duties successfully. Borrowing of vehicles between teams is not an ideal situation as response times to faulty sites is critical to reduce time to service.

**Staff Compliment:** 4 Certified Fibre Optic Technician (CFOT) are required for this contract. The applicable evaluation criteria are dealt with further on in this document. Any one of the above-mentioned individuals should possess a **valid** First Aid Level 1 certification after contract awarding. The 4 CFOT should each hold a valid working at heights certification after successful awarding of this contract.

Should individuals need to be replaced after contract awarding, they would need to be replaced by a similarly experienced individual that has the same amount of experience (or more) and qualification (if applicable) and the Project Manager informed for scrutiny.

**RELEVANT DRAWINGS AND PHOTO**

<b>DRAWING NO.</b>	<b>DESCRIPTION</b>
Drawing1	PLP Dead End
Photo 5	Method of Application of Dead End
Drawing 2	PLP Fiber Optic Tangent Support
Photo 4	Method of Application of PLP Fiber Optic Tangent Support
Drawing 3	Suspension Fitting for Double Boom Masts or Steel Bridges.

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Drawing 4	Method of bringing Cable Down Mast and Insulating Mast from Ground.
Drawing 5	Method of bringing Cable down Mast and insulating Mast from Ground.
Drawing 6	Method of bringing Cable down Mast and insulating Mast from ground.
Photo1	Approved Stringing Pulley for Fiber Optic Installation
Photo 2	Cable Suspension Bracket
Photo 3	Termination Bracket

## **1. SCOPE AND PURPOSE**

1.1 This specification covers the erection of self-supporting optical fiber cable on 3 kV DC, 25 kV and 50 kV AC overhead high-tension electrification (OHTE) masts for PRASA/PRASA Rail.

1.1.1 Construction will mostly take place under live traction power conditions and with the normal operation of train services.

1.1.2 Specific attention shall be paid to section E7/1 2012 specification (Annexure Q), which covers safety precautions during construction. (Attached after specification)

1.2 The objective is to install Fiber Cable above and below ground to increase the state of our fiber capacity as PRASA. This includes all fiber backbone and cabling. Pipe and chamber systems may be constructed or utilized where there are existing services.

1.3 There are two types of fiber optic cables that must be installed and that is for aerial and buried.

1.4 All new installation must refer to the specification for installation that is required. This should be done by the contractor on the route surveillance and all points of non-compliance must be detailed and discussed with the PRASA Project Manager and signed off before any deviations will be allowed.

1.5 Should a tenderer method of construction and cable erection differ from this specification; full details thereof must be provided for possible prior approval by the PRASA Project Manager

## **2. INSTALLATION**

2.1 Aerial optical fiber cable should normally be in lengths of 2 000 or 4 000 meters. Shorter lengths can be provided on request. It is however advisable not to exceed 4 000 meters due to excessive drag under installation conditions.

2.2 When a route is to be measured for the purpose of erecting an aerial optic fiber cable, a measuring wheel should be used for accuracy. It should therefore be determined in advance on which mast a joint/splice will be required.

2.3 Specific lengths should be determined as follows:

2.3.1 Start measuring at the termination cabinet up to the 2 000 / 4 000-meter marks. At the 2 000 / 4 000-meter mark, a suitable mast should be selected at which a joint could be made without any obstructions. The selected mast must be situated in a position where it accessible

for splicing. A standard length of slack on either end must be allowed for termination and splicing of the fibers at ground level.

2.3.2 Add at least 35 meters to every length of cable to allow for splicing and add additional for the sag of the cable per span.

2.4 False terminations must be placed at intervals of less than 500 meters.

2.5 The mast must also be identified for the construction team exactly where the first length of cable ends, and the second length starts. These masts are to be indicated on the survey sheets. The entire route must be measured and marked in this way. Masts where joints are to be made must not have any other traction equipment on it.

2.6 It should be noted that no additional splices, without the approval of the Project Manager would be allowed. That means that the cable shall be fed through any obstacle that may occur.

2.7 Care should also be taken, when measuring, to avoid short lengths of cable at the end of the routes, thus eliminating extra splices in the cable. Transmission losses must be reduced to a minimum.

2.8 The final route selected must avoid an excessive number of track crossings. It is important that the correct side of the track be selected beforehand. This should normally be where the service road runs, for ease of access and added fire protection.

2.9 Care must be taken at platforms, bridges, and footbridges to keep the cable clear from pedestrians to avoid tampering and malicious damage to the cable.

2.10 The positioning of the optical fiber cable on 3 kV DC, 25 kV and 50 kV AC electrified structures must be selected to avoid placing the cable in strong electric fields. Surveyors must specifically adhere to the minimum clearances required.

2.11 Possible damage by grass and foliage fires, e.g., on the embankments of cuttings, must be considered during the survey. All potential grass and shrubbery fire hazards must be indicated on the survey. An alternative route must be indicated on the survey on how to avoid these potential fire hazards.

2.12 All positions where intermediate poles are required must be indicated on the survey drawings.

2.13 A complete set of survey sheets must be submitted before installation commences. These survey sheets must indicate the start and finish of cable sections, types of brackets and fittings, joints, track crossings, obstacles, etc. The cable route must be distinguished by the



international symbol for optic fiber cable.

2.14 The survey sheets must be A4 pages in portrait, and each page shall cover 1 km. The start of the cable shall be on the top of the first page, and each page will follow in logical order. Refer to Annexure 1.

2.15 The contractor will survey the route of optical fiber cable and will provide drawings and positions for the suspension on each mast to the Project Manager for approval by the Regional PRASA Rail Maintenance Manager at each Infrastructure Depot or local authorities.

2.16 On completion of the work, "As Build" route drawings must be submitted, as per the survey sheets and as stipulated in this Specification, which must indicate the following:

2.16.1 Requirements as per sub clause 2.12.

2.16.2 Joint numbers and traction mast numbers.

2.16.3 Amount of cable slack at joints, underground deviations and at other intermediate points.

2.16.4 All cable and drum numbers must be recorded on the survey sheets.

2.17 The co-ordinates of all joints, terminations and significant changes in direction must be recorded via GPS. These co-ordinates must be shown on the "As Built" drawings and must be provided in electronic format (Auto Cad or Micro Stations) for it to be loaded into PRASA G.I.S Database

### **3. DURING INSTALLATION**

3.1 On receipt of the cable, the following steps must be taken:

3.1.1 Ensure that the cable delivered is of the correct type and fiber count e.g., anti-tracking cable for AC electrified sections.

3.1.2 Ensure that the cable or drums are not damaged.

3.1.3 Record drum numbers and lengths and verify cable lengths.

3.1.4 Arrange drums according to the survey to ensure that the relative lengths are erected in the correct order.

3.2 Ensure that all pre-testing of the cable has been completed and approved by manufacturer (quality approved);

3.3 Preparation must be carried out on the route on which the cable is to be erected. Trees,

bushes, and grass must be cut by the contractor so that work can be carried out without any obstacles. The aerial route must be at least 3 meters clear of bush and trees within the PRASA Rail reserve. Where excessive trees or bush, which could become a fire hazard are encountered, an alternative route must be chosen in accordance with the PRASA Project Manager's approval and the availability of alternative land within the PRASA Rail reserve. Tree branches overhanging the cable must be removed.

3.4 It is recommended that a 7 mm nylon ski-rope of  $\pm 2\ 000$  meters shall be obtained to haul the cable through the special manufactured pulleys.

3.5 The rope must be fed through the pulleys before hauling commences. Equipment such as a mechanical fuse and swivel must be inserted between the end of the cable and the hauling rope to prevent the cable from twisting during installation. A grip on or Kellems Grip must be used to pull the fiber optic cable. The correct size grip for the cable must be used. If aramid yarn is a part of the cable structure, it must be tied to the grip to further distribute the pulling force between the hauling rope and the cable.

3.5.1. The mechanical fuse must be examined after every few hauls. If the fuse has worn more than halfway it must be replaced with special copper fuse wire.

3.6 Cable on AC/DC Traction Masts:

3.6.1 Fit the universal multipurpose bracket at  $\pm 1,5$  meters above ground level.

3.6.2 Fit a pulley or sling on every suspension bracket for a distance equivalent to the length of the cable to be hauled in.

3.6.3 Feed the hauling rope through the pulleys or slings. Two hauling ropes may be used to expedite the hauling i.e., while the one is used for hauling, the other can be fed through the pulleys of the next section.

3.6.4 Place the drum with cable at least one span length of 70 meters away from the mast where the cable will pass through the first pulley. This would prevent the cable from bending too much while being hauled. Under no circumstances should the cable be bent excessively. This drum should be placed on cable jacks with an axle. The rate of the hauling should be controlled from this point.

3.6.5 The cable must be fed off the drum according to the speed with which the cable is hauled. Care must be taken that the cable is not tightening between the drum and the first pulley. A constant tension must be maintained on the cable by braking of the cable drum when necessary. Tension must be maintained to avoid contact with trains. Hauling should be avoided on very windy days.

3.6.6 The hauling team must haul the cable evenly and slowly to prevent the cable from jerking which can result in broken fibers.

3.6.7 Good communication between persons at the drum, alongside the cable end and the hauling team, is essential and must always be available. If the communication breaks down, the hauling must be stopped immediately until such time that communication had been re-established.

3.6.8 When hauling the cable, a person with a two-way radio must walk alongside the cable-end to ensure that the cable is not twisting with the rope, especially at angle-masts where the possibility of twisting is great. When the cable starts twisting, hauling must be stopped immediately. The cause of the problem must then be pinpointed and rectified.

3.6.9 The person walking at the hauling end must ensure the best route for the cable, avoiding the cable chafing against stays or other obstacles.

3.6.10 Tensioning shall be as per sub clause 3.7.

3.6.11. Less cable slack is required for AC-type installations, but enough slack must be left for splicing purposes.

3.6.12. Once tensioning and splicing of the cable is completed, the suspension bracket shall be moved up the mast in at least three steps with various lengths of installation tools to the correct position on the mast. Note that approved non-conductive tools must be used and installation teams must always avoid touching any high voltage carrying infrastructure.

3.6.13. The splicing team must strive to keep-up with the hauling team. If this is not the case, additional labor will be required to lower and raise the cable for splicing purposes.

### **3.7 TENSIONING DURING**

**The pulling tension for the cable used is specified in kg/N.**

3.7.1 A termination bracket and fitting (dead end) must be installed at the beginning of each length. Where only false terminations occur in a cable section the cable must be tensioned sequentially for every false termination section.

3.7.2 The cable sag and tension under normal installation conditions may vary around bends. Special care must be taken when the cable is removed from the pulley and placed onto the termination fitting so that the cable does not exceed the prescribed tension.

3.7.3 The cable shall be tensioned by means of an approved device and the tension shall be

continually monitored not to exceed the parameters provided by the cable manufacturer.

3.7.4 On sections with several angle masts, it may be required to tension the cable over shorter distances. In this case care should be taken not to damage the cable at the intermediate tensioning points.

3.7.5 Sufficient time shall be allowed for the tensioned cable to settle. This time is when there is no longer a movement on the tensioning scale. When the correct tension has been achieved, the suspension and termination fittings shall be fitted.

3.7.6 The cable must be marked at all anchor points in an approved manner to indicate possible slippage.

3.7.7 The site supervisor must record the final stringing tensions and terminated span lengths on a control sheet. The site supervisor must submit these sheets with the site diaries for scrutiny and retention.

### **NEVER EXCEED THE MAXIMUM PULLING TENSION!**

Excessive pulling force will cause the cable to permanently elongate. Elongation may cause the optical fiber to fail by fracturing. Good construction techniques and proper tension monitoring equipment are essential. Any damage or loss incurred by the contractor regarding supplies and equipment bought or issued to them, will be for the contractors' bill while and during the entire period that it is in their possession.

### **3.8 CABLE SLACK**

3.8.1 At positions where it may be required to accumulate cable slack due to the nature of the route, this slack must always be coiled in a figure of eight to avoid twisting of the cable. In muddy conditions the figure of eight must be done on a ground sheet to avoid soiling of the cable.

3.8.2 After the hauling process, enough slack must be left for splicing purposes. The cable must reach ground level plus 15 meters plus another 15 meters on the hauling end, which must be cut off by the installation team. The installer must ensure that this length is cut off during the installation process.

3.8.3 The slack shall be coiled in two separate coils of minimum 500 mm diameter, tied with UV stabilized cable ties at four positions and secured at the top of the mast.

3.8.4 If slack boxes are specified in the main specification, these must be of enough size to accommodate the cable minimum bending radius. The contractor will supply these items according to the project specifications and the approval of the PRASA Project Manager.

3.8.5 Care shall be taken not to twist the cable when coiling the cable slack.

3.8.6 A small amount of slack, between 250 and 300 mm (sag) must be allowed at false terminations.

3.9 In order to avoid sharp angles in the vertical plane when going over or under bridges a gradual increase or decrease of the route shall be obtained by adjusting the suspension brackets upwards or downwards on the masts.

### **3.10 INTERMEDIATE POLES**

3.10.1 Intermediate poles (where required) must be installed where span lengths exceed 70 meters or where the cable veers away from the track for any reason. Intermediate poles must be of the wooden, steel, or concrete telephone type. The ground clearance of the suspended cable must not be less than 7, 0 meters. Where the intermediate wooden pole is in the danger of burning, a 2-meter-high galvanized metal sleeve must be fitted around the base of the pole.

3.10.2 The Project Manager will obtain approval for the erection of intermediate wooden, steel, or concrete poles in the vicinity of electrified tracks.

3.10.3 Similar cable support fittings must be utilized for the suspension of the cable on poles as that used for the electrification masts.

3.10.4 The contractor will supply intermediate poles. These poles will be approved by the PRASA Project Manager.

3.10.5 Stays or struts must be fitted as required or as directed by the Project Manager. Critical poles must be concreted in position.

3.10.6 To make the poles more visible at night, a reflective band of UV resistant material must be fixed to the pole next to service or other roads at a height of 1, 5 meters above ground level.

### **3.11 UNDERGROUND INSTALLATION**

3.11.1 Underground cable must be kept to a minimum except where the use of proper cable ducts is made.

3.11.2 Underground installation must comply with [Specification SPC-00029](#), where applicable. (Annexure 1)

3.11.3 At all instances where it becomes necessary to install the cable underground the cable must be protected as follows:

3.11.3.1 High-density polyethylene conduit of minimum 50 mm diameter.

3.11.3.2 Approved concrete slabs placed longitudinally over the cable.

3.11.3.3 A combination of the methods above, depending on the class of protection required.

3.11.4 Warning tape with a distinctive marking, i.e., "optic fiber cable" must be installed above the cable and 300 mm below ground level.

3.11.5 Track crossings must be in accordance with [Specification SPC-00029](#). (Annexure 1). On specific lines, PRASA Rail could insist on doing the track crossings themselves.

3.11.6 Where underground cable deviates away or gets onto a mast, the cable must be protected by means of galvanized ducting from the top of the mast as depicted on Drawing Nos.4, Drawing No 5 and Drawing No6 the top end of the ducting must be properly sealed against ingress of water. Where the installation is within 30 kilometers of the coast the cable must be protected by means of approved non-corrosive conduit for the full length to the top of the traction mast.

3.11.7 Metal ducting or conduit may not form an electrical path from the mast into the ground.

3.11.8 The ducting must be clamped to the mast in an approved manner and installed to obtain maximum protection from the mast structure. The ducting or non-corrosive conduit must follow the profile of the concrete base of the mast. The possibility of damage to the ducting and cable during track maintenance must always be considered. **See Drawing No 5**

3.11.9 The cable must be protected by means of split tubing between the top of the ducting and the termination fitting. A concrete protection block must be installed at the base of the mast as per **Drawing No 5**

3.11.10 Cable markers must be provided and planted wherever the cable is laid in the ground. The fiber optic marker shall have a distinctive mark, i.e., OF/OV, and must be painted yellow. (This is currently under review as the GPS coordinates will in future be used to locate the cable trench)

### **3.12 Hauling Cable into Pipe and Chamber Systems and Underground HDPE Conduit**

3.12.1 Optical fiber cable should always be hauled into a dedicated sub duct were installed in pipe and chamber systems. The sub duct may be hauled in with existing cables already occupying the main (100 mm) duct. The sub duct shall be a 32 mm diameter HDPE conduit. The sub duct shall be colored yellow with a distinctive marking i.e., optical fiber cable at 1-meter intervals.

3.12.2 The sub duct shall be supported in intermediate manholes by means of cable supporting brackets mounted against the wall of the manhole. Should the sub duct be situated in a vulnerable position, e.g., persons entering the manhole, it must be protected by steel ducting.

3.12.3 Cutting of the sub duct in a manhole must be avoided except in cases where the hauling length is excessive, or a joint/splice position falls within a manhole. The sub duct must be joined by means of a coupling and heat shrinkable sleeve after the completion of the hauling process.

3.12.4 A 7 mm nylon ski-rope must be used to haul the cable through the sub duct or underground HDPE conduit.

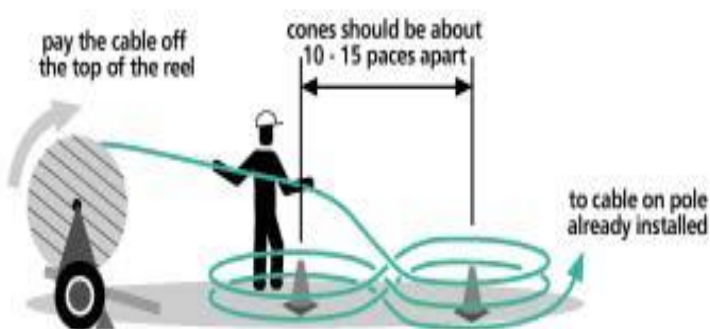
3.12.5 Blowing in of the optical fiber cable will be allowed on approval of the Project Manager.

3.12.6 A mechanical fuse with a fusing strength of  $\pm 1\,000$  Newton's must be inserted between the hauling rope and the cable to prevent stress on the cable, which can damage the fibers. These fuses are equipped with heavy-duty swivels, which will prevent the cable from twisting.

3.12.7 The mechanical fuse must be secured to the cables and hauling rope by means of hose grips or another approved device. A swivel must always be inserted between the hauling rope and cable to avoid twisting.

3.12.8 When hauling long lengths of cable ( $\pm 500$  meters) the figure-of-eight technique shall be used at least once at each 500-meter interval.

3.12.8a Set up two traffic cones about 10 - 15 paces apart (more for larger cables). Roll the cable off the top of the reel and loosely weave it around the cones in a figure-8 pattern. Large, relaxed loops will help you avoid tangling the cable. Continue to figure-8 the cable until the remainder of the reel is rolled off.



Remove the cones. Prepare the cable end in your hand to be pulled in the other direction. When you resume the pull, the cable will pay off the top of the figure 8.



3.12.9 It is recommended that a cable lubricant like Poly water be used in sub ducts during the hauling process.

3.12.10 Care must be taken not to bend or kink the cable whilst hauling in.

3.12.11 Communications between persons at the cable drum, intermediate points and the hauling team is essential and must always be used.

3.12.12 If a joint/splice position falls within a manhole, 10 meters of cable slack must be left on either end to enable the splicing team to do the splicing outside the manhole (preferably in a vehicle or shelter). The hauling team must cut off the first 3 meters of the hauled length. A heat shrinkable cap must be shrunk over both ends of the cable.

3.12.13. The splice housing and cable slack must be fixed to the manhole wall in an approved manner.

3.12.14. The mechanical fuse must be examined after every few hauls. If the fuse has worn more than halfway it must be replaced with special copper fuse wire.

### **3.13 TRENCHING FOR CABLES DURING INSTALLATION**

Cables will be laid directly in the ground on Metrorail properties between the fence line and track formation. The exact location for required trenches will be pointed out onsite inspections and shown on various line plans.

3.13.1 Approved detailed cable route plans will be provided by PRASA.

3.13.2 The necessary trained flagman will be available for the protection of staff.

3.13.3 Typical Tools & Plant to be used

#### **Tools**

- Picks
- Shovels
- Ballast/stone forks
- Wheelbarrow

#### **Plant/Equipment**

- Plate compactor
- Soil screener of 5mm
- Concrete mixer



- Bush cutter
- Water Pump

3.13.4 Cable trenching will be executed close to rail proximities, but it will be required for extension of existing trenches.

3.13.5 Cable trenches will not be left open for more than 24 Hours because there are already existing cables underground and they might be stolen if they are exposed unless it is supervised for that period.

### 3.13.6 Station Areas

3.13.6.1 Trenching will be required for certain portions near platforms, where in special cases cables will be suspended further onto platform areas, this will be a decision of the Project Manager.

3.13.6.2 Ballast to be removed until ground surface is visible to install pipe for cables where after the installation of the pipe, the ballasts to be restored.

3.13.6.3 No trenches to be left opened unless it is barricaded.

3.13.6.4 The safety and free access of passengers must always be assured.

3.13.7 The backfilling of trenches must be consolidated, and the surface made good to conform to the original standard of the rail reserve.

3.13.8 Ballasts material must be left clean and undisturbed. The ballast material will be protected by laying a canvass or plastic sheeting material. If ballast material falls into the trench, the ballast will be removed, and the ballast restored onto the track.

3.13.9 Cables are to be laid at the following minimum depths when trenching <3m from the centre of the rail, which allows for the 3 different options:

The Technical Officer will determine the best option to be used on site based on various conditions e.g. Limited space to trench, ground conditions, obstacles in trenching paths, limited access to site, etc.

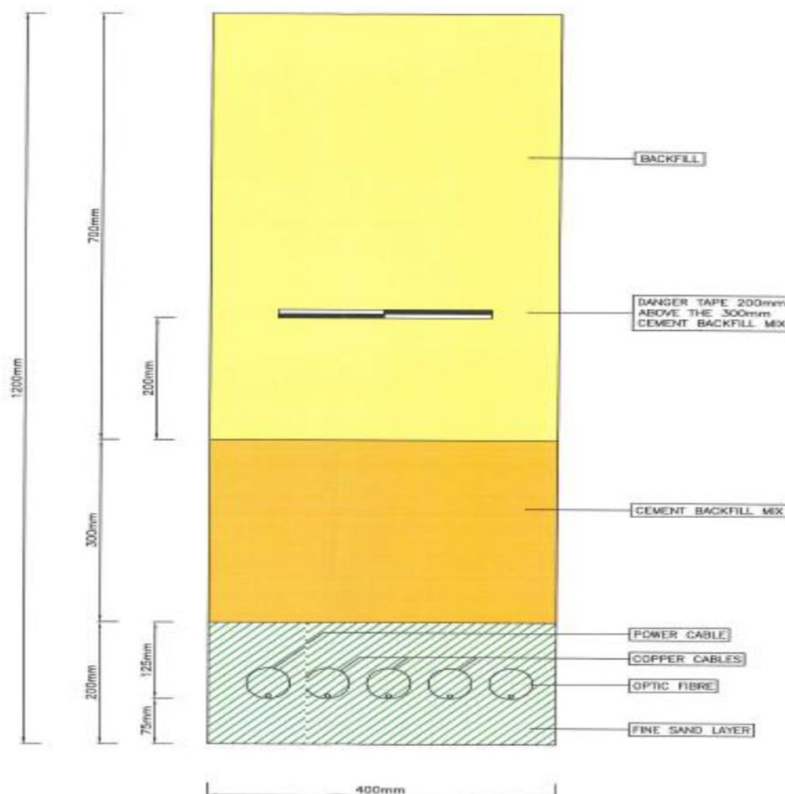
3.13.10 Once the trench is dug and the cable is laid, the trench will be filled and compacted as determined by the Technical Officer.

### 1: Trenching at 1200mm

All trenching shall be of a standard 400mm wide x 1200mm deep unless other options are called for various other reasons which will be determined on site with the Technical Officer.

- 200mm fine sand layer
- 700mm or 1000mm backfill
- Installation of Electrical Warning Tape

Please see figure below



**Figure 1** - Typical trench at 1200mm

**NOTE:** 300mm cement backfill is not compulsory. The cement will be requested upon PRASA's risk assessment

### **Option 2: Trenching at 800mm**

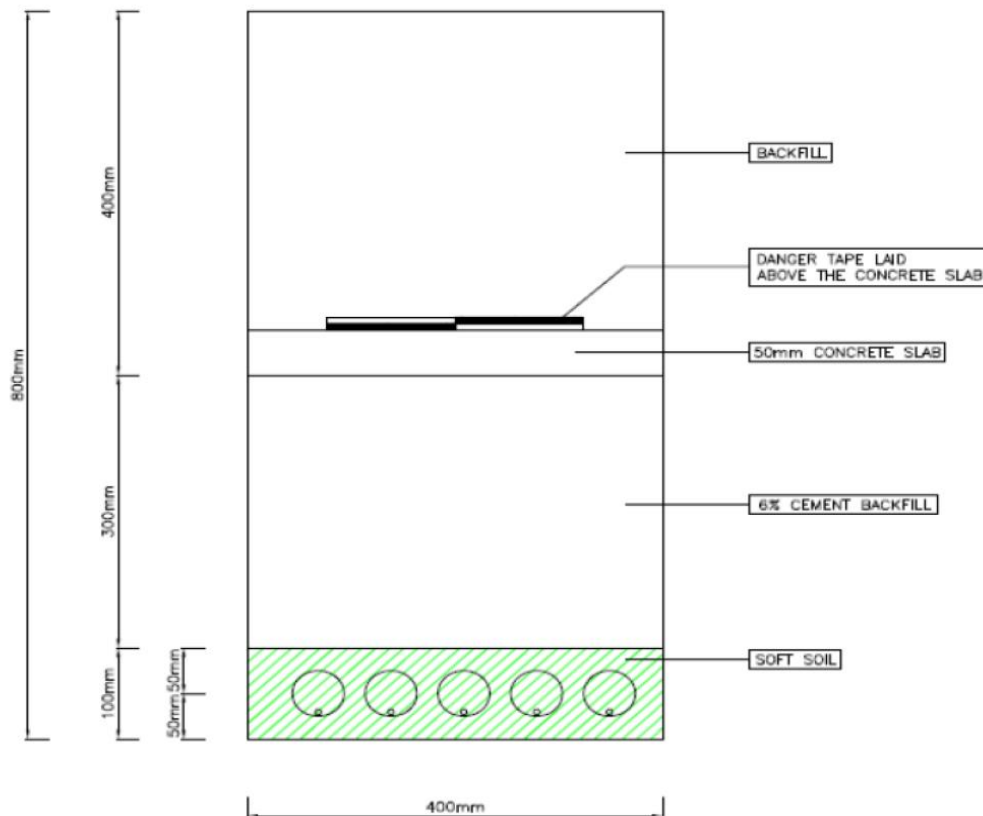
If there is a limited space to trench, then trenching at depth of 800mm may be considered to prevent:

- Disturbing the track foundation
- Placing backfill material on ballast
- The method chosen will also be dependent on the site accessibility and site conditions e.g., access to lay slabs.

**NOTE:** The 300mm backfill is not compulsory to have 6% cement

- 100 mm soft soil
- 400mm or 700mm backfill
- 50mm concrete slabs on top of backfill
- This item will be free issued by PRASA
- Contractor to price in BOQ in the event if PRASA cannot supply
- Installation of electrical warning tape

See figure below that demonstrates this option



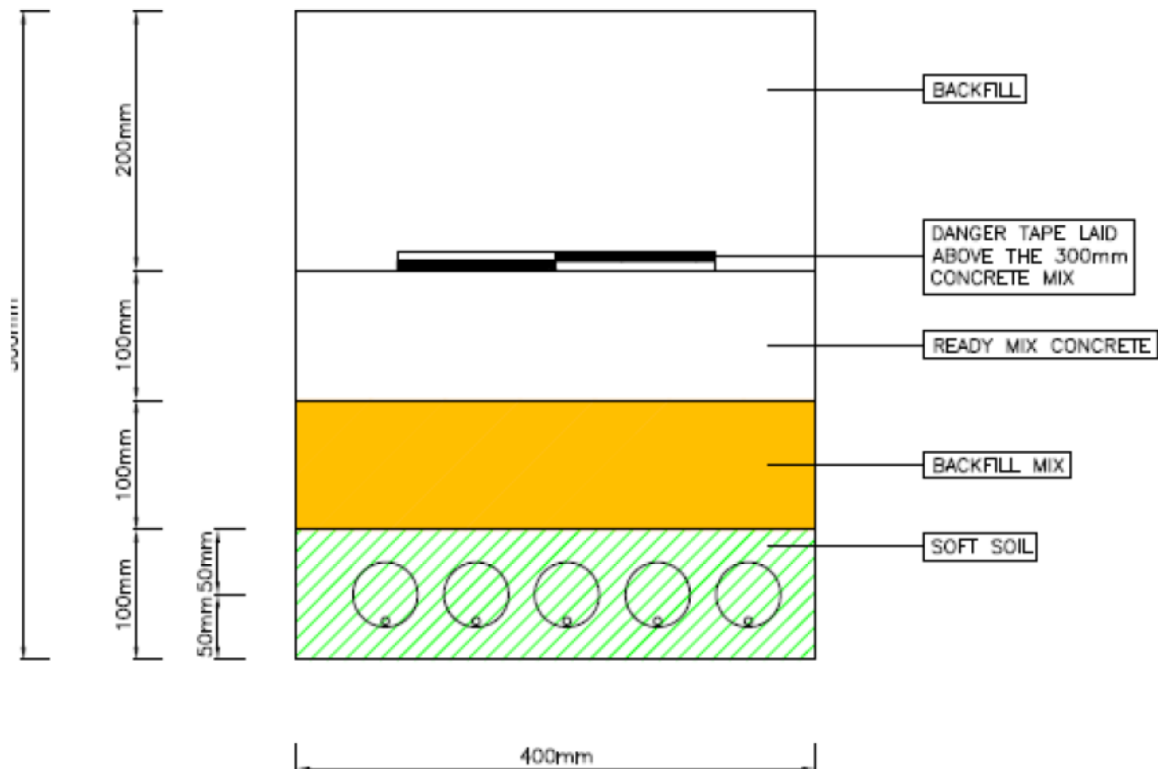
**Figure 2: Trenching at 800mm**

### **Option 3: Trenching at 500mm**

If only a depth of 500mm is attainable due to safety consideration and where the trench is less than 3m from centre of the track, or the trench is on an embankment or rocky environment, the following method should be applied. Ready mix concrete to be considered for specified meters of trench determined by the Technical Officer on site. The concrete should be 50kg of 42.5N grade strength ready mix off the shelf bags.

Installation of electrical warning tape

See figure below that demonstrates this option



**Figure 3:** Trenching at 500mm

3.13.11 The bidder must quote unit rates for each depth option as specified.

3.13.12 The prices requested by the bidder must include manual excavation, backfilling and the compacting of trenches.

3.13.13 Quotations to include the costs of the following:

3.13.13.1 The removal of vegetation where necessary to execute the works.

3.13.13.2 The bidder to quote for all additional items not specifically shown in this specification, maps, drawings, etc. but are required for the successful execution of the works and protection of existing cables.

3.13.14 The base and side of all trenches must be suitably levelled before commencement of cable laying. Trenches dug in rocky environments must be free from jagged rocks to avoid puncturing the sheath.

3.13.15 Any damaged caused by the Contractor to buildings, made-up surfaces, water mains, etc., must be restored at the Contractor's own cost.

3.13.16 Under Track Crossings:

3.13.16.1 Special attention is drawn that all UTC (under track crossing) must be done under the supervision of Perway Track Supervisor.

3.13.16.2 The maximum depth for excavation underneath the track approved by the Perway Engineer is 1m from top of rail.

3.13.16.3 Excavations to be monitored all times by a competent Perway representative.

3.13.16.4 All trenches will be open and closed in a single operation.

#### **4. SAFETY PRECAUTIONS**

4.1 Due to the proximity of live wires the installer must ensure that his employees installing the cable on the masts obtain a Category C certificate from the PRASA Project Manager in conjunction with Esselen Park training center or any PRASA accredited institute before any work can be carried out on the masts.

4.2 The contractor's employees must be trained for competence and understanding of the basic electrical safety requirements. The certificate obtained will not be transferable. The cost of the training will be borne by the Installer or as stipulated in the contract document.

4.3 The installer and his employees installing the cable must be fully conversant with the Electrical Safety Instructions and the Transnet specification E.7/1 and E.4E.

4.4 No work within 900 mm from live DC equipment and transmission lines, and 1200 mm from 11 kV AC live equipment. Preferably this clearance should be as great as possible.

4.5 In all instances where the safety of workmen is jeopardized, electrical and/or track occupations must be requested. The PRASA Rail representative in accordance with the PRASA Project Manager will arrange these occupations. Notification is however required Twelve (12) weeks in advance.

4.6 Under bridges where live cross span wires are involved, at make off masts and where the live conductors approach the optical fiber cable very closely, a standard warning board must be fitted. Electrical personnel must be approached to arrange for a work permit to fit the cable and warning boards.

4.7 No attempt must be made to install the cable in windy conditions, especially when the sag (before tensioning) is blown in the direction of the track. Supervisors must use their discretion in this regard.

4.8 Tenderers must note that no metal ladders will be allowed but only wooden or fiberglass

ladders.

4.9 Tenderers must note that the AC bracket installation tool (stick) may not be used in wet or rainy conditions.

4.10 Hard hats, protective clothing and safety belts must be worn whilst working on masts and other structures.

4.11 Fiber optic cables are extremely thin and can easily penetrate skin and eyes. Any off cuts or bare pieces of fiber must be properly disposed of. Optical fibers are categorized as hazardous materials and require special disposal measures.

4.12 Care must be taken when testing as the laser in test equipment produces an invisible light, which can cause permanent eye damage. All fibers should be treated as "live".

4.13 All personnel involved in the installation and testing must be made aware of the above safety aspects.

4.14 A Health and Safety Agreement shall be entered into between PRASA and the successful tenderer. The contractor will also comply with the PRASA Rail regions Health and Safety standards and will be represented on the PRASA Rail regions Health and Safety meeting.

4.15 The contractor must comply with the "Standard Safety Work Procedures for the Installation of Optical Fiber Cable" SANS 10340 (latest version). This document must also be attached to the Health and Safety Agreement.

4.16 The Contractor must comply with the "Protection of Construction Workers on or near Railway Lines. This document must be read in conjunction with this specification. (SPK7/1)

## **5. SPLICING, TERMINATION AND TESTING AFTER INSTALLATION**

5.1 Splicing can commence after approval is obtained from the PRASA Project Manager.

5.2 All splicing and testing must be done inside a vehicle or a dust free shelter. Cleanliness is essential to make satisfactory splices.

5.3 A competent team using an optical fiber fusion splicer in compliance with the manufacturer of the said device (with the stipulated software) must carry out fusion splicing and terminations. Tenderers must state the competence and experience of the personnel envisaged to do the fusion splicing. Splicing must be carried out in accordance with procedures and instructions as stipulated by the cable and splice housing manufacturers.

5.4 The splicing team must be suitably equipped with all the necessary materials, accessories, and equipment to carry out the fusion splicing. The splice losses expected during installation

must be like those obtained during the drum tests which should be recorded on a spreadsheet for reference purposes. This spreadsheet should be attached to the test certificate when handed to the Project Manager.

5.5 Splicing must comply with the splice housing manufacturer's specifications i.e., securing of the strength member and Kevlar, slack inside the splice closure and protection of the individual splices.

5.6 The individual fibers must be numbered or easily identified inside the splice organizer. The up and down ends of the cable and loose tubes must be identified.

5.7 On completion of the individual splices the organizer must be placed in approved hermetically sealed splice housing. The contractor will supply these splice housings with an approved manufacturer specified in the main specification. And with the approval of the PRASA Project Manager.

5.8 The splicer must ensure that the silica-gel packet, supplied with the dome closure, be opened, and inserted in the dome closure before closure of the dome.

5.9 The splice housing must be fixed to the mast and numbered in an approved manner with enough cable slack as specified in sub clause 7.11.7.

5.10 Termination of the fibers must be carried out on approved connector's pigtailed and termination cabinets as specified in the Main Specification. The contractor will supply these items with an approved manufacturer specified in the main specification. And with the approval of the PRASA Project Manager.

5.11 After the complete installation each individual fiber must be tested from both fiber ends Testing must be carried out in conjunction with Projects personnel from PRASA. The test to be conducted shall be:

5.11.1 Fiber continuity.

5.11.2 Overall attenuation (loss) - tested by means of optical power source and power meter.

5.11.3 Splice Loss - for each individual splice.

5.11.4 Attenuation profile - tested by means of OTDR.

5.11.5 The Project Manager reserves the right to carry out individual tests should this be required on any length of installed fiber during any phase of the construction. The installer shall be required to witness these tests.

5.11.6 Graphic print outs or software files must be submitted to the Project Manager for his



scrutiny and forwarded for approval by the Chief Signal Engineer.

5.11.7a. When a splice is completed and fitted into a joint enclosure, the cable slack

(30 meters in total) must be coiled into a suitable slack box, which is fitted to an arm on the pole or coiled around suitable brackets fitted on the pole.

5.11.7b. When coiling the slack after the joint has been completed; it must be coiled before the joint is secured to the pole/arm. Start coiling by rolling the slack with the joint as the leading end (roll cable like a wheel). This will ensure that no twists are put in the cable which will result in the fibers being damaged.

5.11.7c. When completed place the coil into the slack box and secure the joint closure at a suitable position on the arm/pole.

## **6. FINAL TESTING AFTER INSTALLATION**

6.1 Each fiber must be tested before it is introduced as directed in clause 7.11 and with the approval of the PRASA Project Manager. The purpose of these tests is to ensure that the fibers are acceptable for use in the PRASA network.

6.2 An approved OPTICAL TIME DOMAIN REFLECTOMETER (OTDR) in compliance with the cable manufacturer with the stipulated software must be used for the testing and measuring of the fibers. Records of all the results must be kept for reference purposes.

6.3 Tests must be carried out at both 1310 nm and 1550 nm wavelengths. These test results must be forwarded to The PRASA Project Manager for scrutiny and approval.

## **7. COVID-19 Safety**

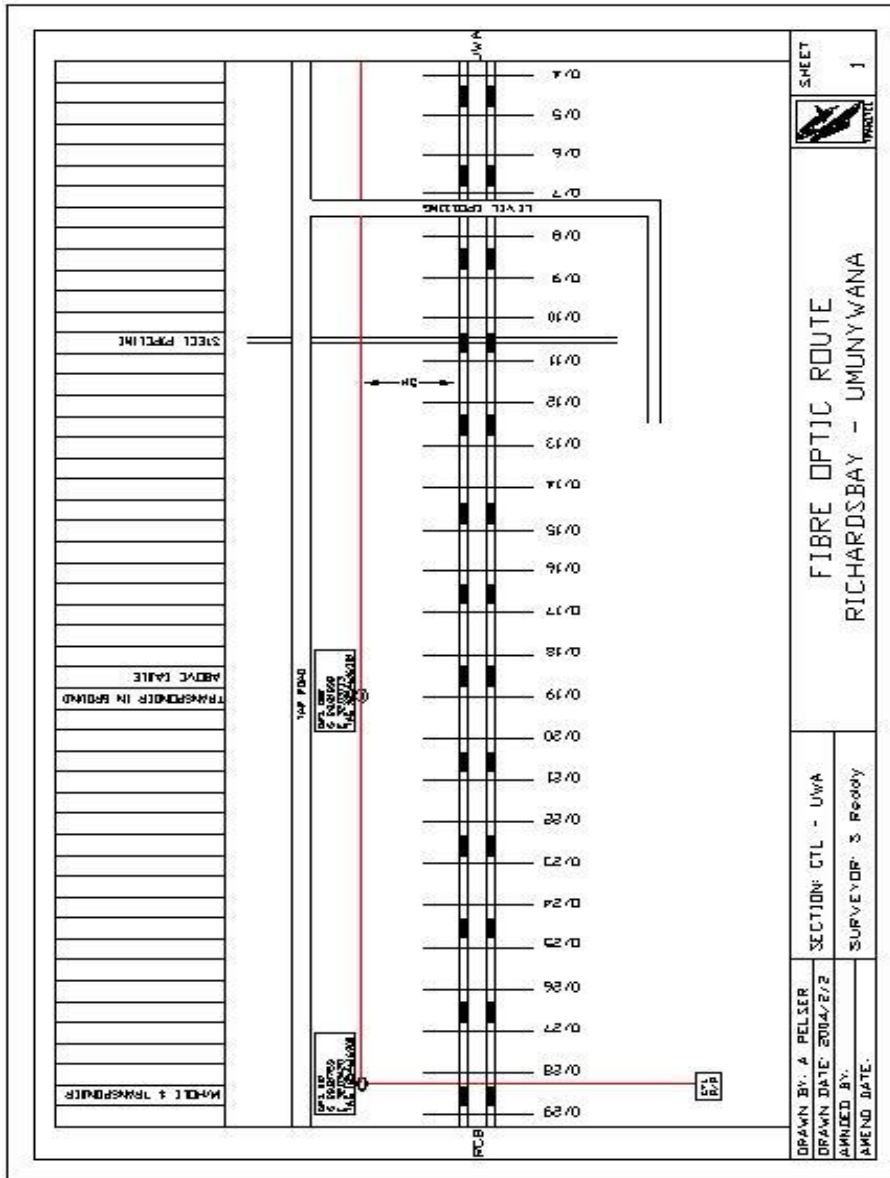
**Contractor to institute health and safety practices that ensure that all workers practice good hygiene, keep safe distances where possible and report any symptoms that are cause for concern while on PRASA property and sites.**

## **ANNEXURE 1: SAMPLE OF "AS BUILT" DRAWINGS**

**REQUEST FOR PROPOSAL (RFP) FOR THE  
UPGRADE OF THE FIBRE CAPACITY IN THE WESTERN CAPE REGION**

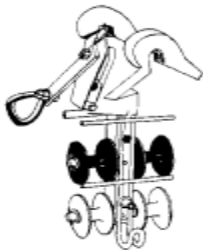


**Tender Number: 12/2023/CTN/INFRA**



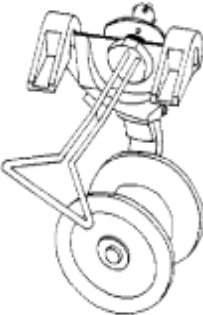
## **ANNEXURE 2**

### **A Equipment > Blocks**



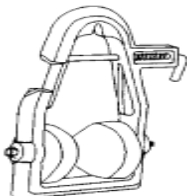
#### **Multiple Cable Block**

Used for supporting multiple cables in independent rollers. Multiple cable blocks make a cable positioner unnecessary when lashing multiple cables.



#### **Single Roller Block**

Typically used to support a single cable prior to lashing and may be used when cables are lashed directly to strand or in over-lash applications. In new strand situations, single roller blocks may be locked onto the strand. In over-lash applications, this block should not be pushed in front of the lasher.



#### **Economy Block**

Used to support a single cable prior to lashing and, depending on the actual block, may be used when cables are lashed directly to

Strand or in over-lash applications.



#### **Pole Mount Cable Block**

Used to install self-support cable and is attached to the pole hardware to support the cable as it is pulled out.

Take care that cable slack does not exceed the minimum bend radius over blocks.

### **B Equipment > Pulling Grips and Devices**



**Kellems® Grip**

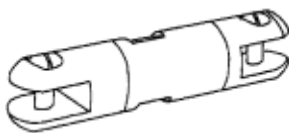
This reusable grip is woven from strands of stainless steel, acts like 'Chinese finger cuffs' and compresses upon being relaxed. It provides an evenly distributed hold on the jacket of the cable.



**Dynamometer**

Used in monitoring the pulling tension applied to

Fibre optic cables

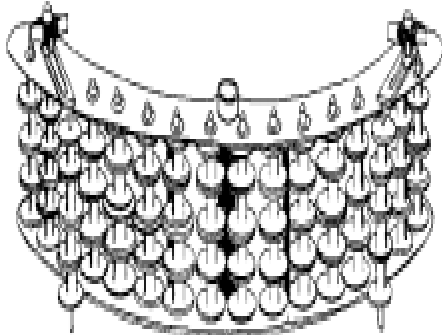


**Breakaway Swivel**

Used for preventing excessive pulling tension. It is designed to break should it exceed a pre-set tension limit.

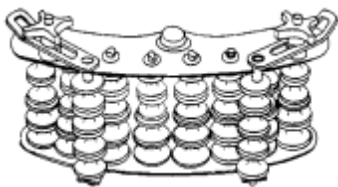
**C Equipment > Blocks, Chutes and Brackets**

### **90° Corner Block**



Used to route cables through inside or outside corners up to 90°. It minimizes drag on the cable in corners and ensures that the minimum bending radius of the cable is not exceeded. It requires specialized mounting hardware depending on the specific use of the equipment

### **45° Corner Block**



Used to route cables through inside or outside corner up

To 45° it minimizes drag on the cable in corners and

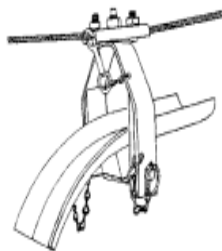
Ensures that the minimum bending radius of the cable is

Not exceeded.45° corner blocks may be used as a set-

Up chute to guide Cables from the cable trailer or a reel stand.

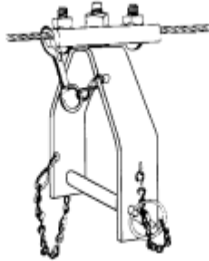
It requires specialized mounting hardware depending on the specific usage of the equipment

### **Set-Up Chute**



A set-up chute is used to guide cables from the cable trailer or reel stand.

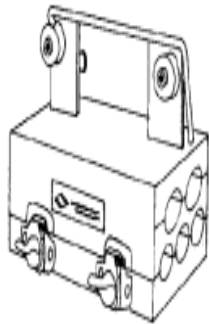
This equipment requires specialized mounting hardware depending on the specific use of the equipment.



### **Set-Up Bracket**

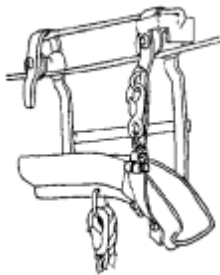
This bracket is used to support 45° and 90° corner blocks or set-up chutes at mid-span.

## **D Equipment > Lashers, Pullers, Positioner's, and Guides**



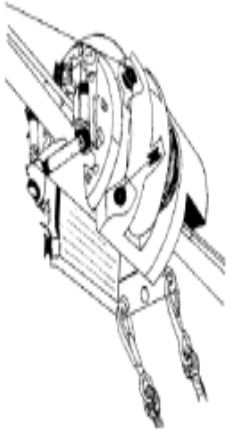
### **Cable Positioned (or Magic Box)**

This is pushed in front of a lasher by a cable block pusher to uniformly position multiple cables that are being lashed.



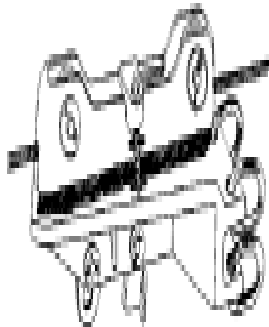
### **Cable Guide**

Used for guiding the cable into the lasher in drive-off applications. It can be used for new strand or over-lash applications. The guide may be pushed in front of the lasher with a cable block pusher, pulled in front of the lasher or physically attached to the lasher, dependent on the cable guide type.



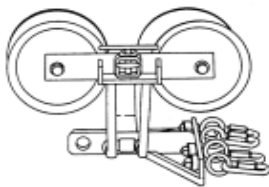
### **Cable Lasher**

Used for lashing cable directly to installed strand or cable bundles. Lashers are somewhat specific to cable and strand size – improper lasher size or adjustment may damage cables.



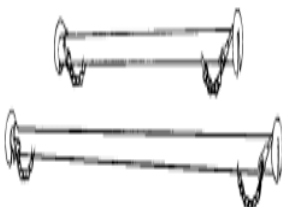
### **Multiple Cable Pullers**

This allows for multiple cables to be pulled into place when lashing cables directly to the strand. It is equipped with a strand brake to prevent sagging of cables as the pulling tension is released. Allows pulled cables to independently swivel.



### **Over-lash Cable Puller**

This allows multiple cables to be pulled into place in over-lash applications. Allows pulled cables to independently swivel.



### **Cable Block Pusher (Shotgun / Shuttle)**

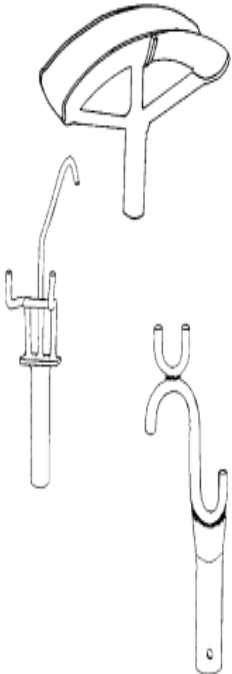
Used for pushing equipment ahead of a pulled lasher.



## **E Equipment > Lifting Tools and Brakes**

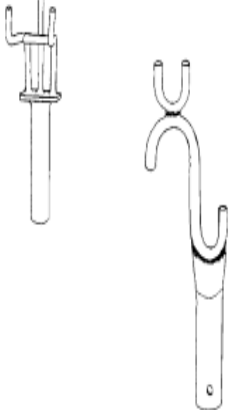
### **Lay-Up Stick**

A fibreglass stick used to lift cable blocks and cables into place utilizing appropriate lay-up stick heads.



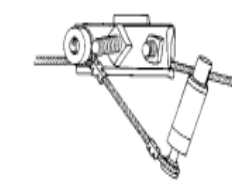
### **Cable Lifter (or Lay-up Stick Head)**

This is used in conjunction with a lay-up stick to lift cables into place. The lifter ensures that the cables being lifted are not damaged by exceeding the minimum bending radius.



### **Cable Block Lifter**

Used in conjunction with a lay-up stick to place assorted cable blocks mid-span.



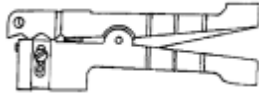
### **Wire Raising Tool**

This is used in conjunction with a lay-up stick to lift cable blocks and strand.

### **Strand Brake**

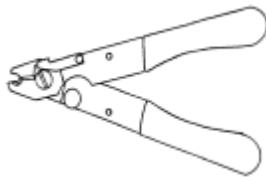
This device is selectively placed at pole hardware locations to prevent dangerous strand sag while strand is being installed. The strand brake allows the strand that is being pulled into place to move in only one direction, which is the direction of the strand pull. Use of strand brakes in conjunction with reel brakes effectively limits the amounts of strand sag between poles during strand installation.

**F Equipment > Fibre Preparation and Splicing**



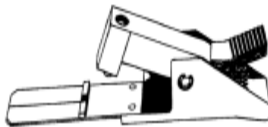
**Buffer Tube Cutter**

These are used to score drop armoured, central tube and stranded loose tube buffers to facilitate exposing the fibbers.



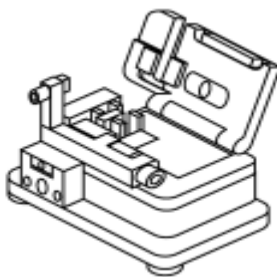
**Coating Stripper**

This device mechanically strips fibre coating using precision blades and pre-set openings in much the same way as a wire stripper takes insulation off a copper wire. After the coating has been stripped, the fibre is cleaned with a solution of 95% or higher isopropyl alcohol.



**Fibre Cleaver (Handheld)**

Fibre cleavers score and then trim the fibre. Price and complexity of cleavers vary widely - generally, the more you spend, the greater the consistency of cleave. The beaver tail cleaver shown is a lower cost model.



**Fibre Cleaver (Free Standing)**

This is a larger and more expensive version of a cleaver. Its main advantage is that it performs accurate cleaves more consistently than the hand-held models.



**Fusion Splicer**

Most low-loss splices are made with fusion splices, which use an electric arc to fuse together the cleaved ends of fibbers. Splicers vary widely in complexity, features and price. Some automate the entire splicing process. An applicable splicer for fibre optic cables would have:

1. A fusion heat source, usually an electric arc

2. V-groove clamps for holding the fibers
3. A way of positioning the fibbers for optimum splicing
4. A way of viewing the fibbers (Microscope, Display Screen)

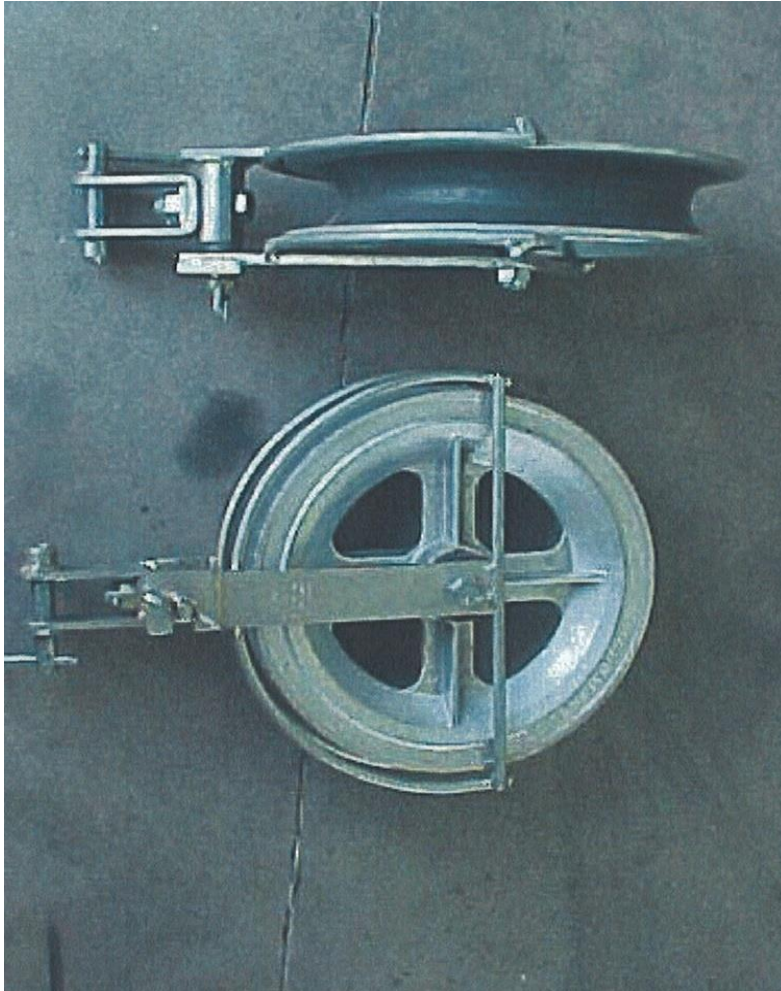
So, they can be accurately positioned.

5. LID (Local Injection and Detection) and/or PAS (Profile Alignment System) to aid with fibre alignment

### **Appendix 3 Drawings and Photos**

**REQUEST FOR PROPOSAL (RFP) FOR THE  
UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE  
REGION**

**Tender Number:12/2023 /CTN/INFRA**

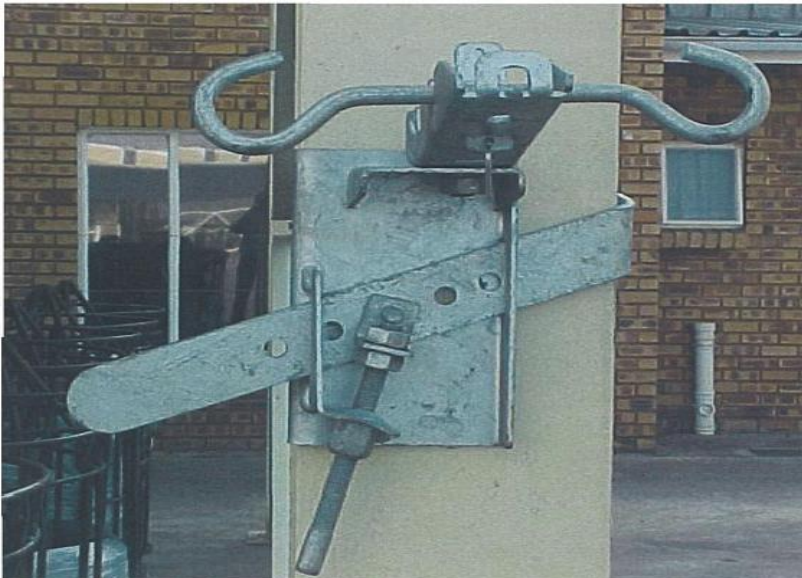


**Photo 1 Cable Pulley**

**SUSPENSION BRACKET**



**Photo 2**



**Photo 3 Termination Bracket**





**Photo 4 Patch Panel**

<b>Dimensions (mm)</b>	<b>FOPP-S2U</b>
Width (19" Setup)	483mm
Height	88.9mm
Depth	270mm
Mass	7.5kg
Package Dimensions (L x W x H)	590mm x 390mm x 270mm
IP Rating	IP 20
Single Element Splicing SAM_HD	SAM_HD_4 Trays (48 splices)
Colour	RAL7035 Light Grey
Connector Type	LCdupl / SC / E2000 / ST / FC
Material	Mild Steel Powder Coating
Mounting Width	19", 21" & 23" Rack Mounting by adjusting



**Photo 5 Dom joint**

Size (mm) HxD = 450x $\varphi$ 230,

Weight (kg) = 3.80-4.20,

Entrances = 5,

Suitable cable diameter =  $\varphi$ 8mm  $\varphi$ 17.5 ( $\varphi$ 24),

Maximum number of trays = 6,

Capacity (Core) = 144 Single fiber,

Airproof type = Heat Shrink,

Reinforced Core = Steel wire,

Material = ABS-PC-PP,

Capacity of tray = Max 24 single Fusion splices)



**Photo 6 Fibre Cables**

### **1.1 Underground Specification (OFC2)**

Fiber Type: Single Mode

Drum Length: 4KM

Cores: 48 Core

ARMOUR: Corrugated Steel Tape

APPLICATION: Direct Buried, Trench and Duct Installation

OPERATION TEMPERATURE RANGE: -10°C to 70°C

FOA Standard FOA-1

### **1.2 Overhead Specification (OFC1)**

Fibre Type: Single Mode

Drum Length: 4KM

Cores:12 Core and 48 Core.

GRP/FRP –Glass Reinforced Plastic Central, PE over sheathed in certain cases.

LOOSE TUBE - PBT (Polybutylene Terephthalate) filled with Thixotropic  
PERIPHERAL STRENGTH – Aramid (Optimized Load transfer between Aramid  
and Sheath.

SHEATHING – Polyethylene (Black UV Resistance Sheath is Standard).



**REQUEST FOR PROPOSAL (RFP) FOR THE  
UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE  
REGION**

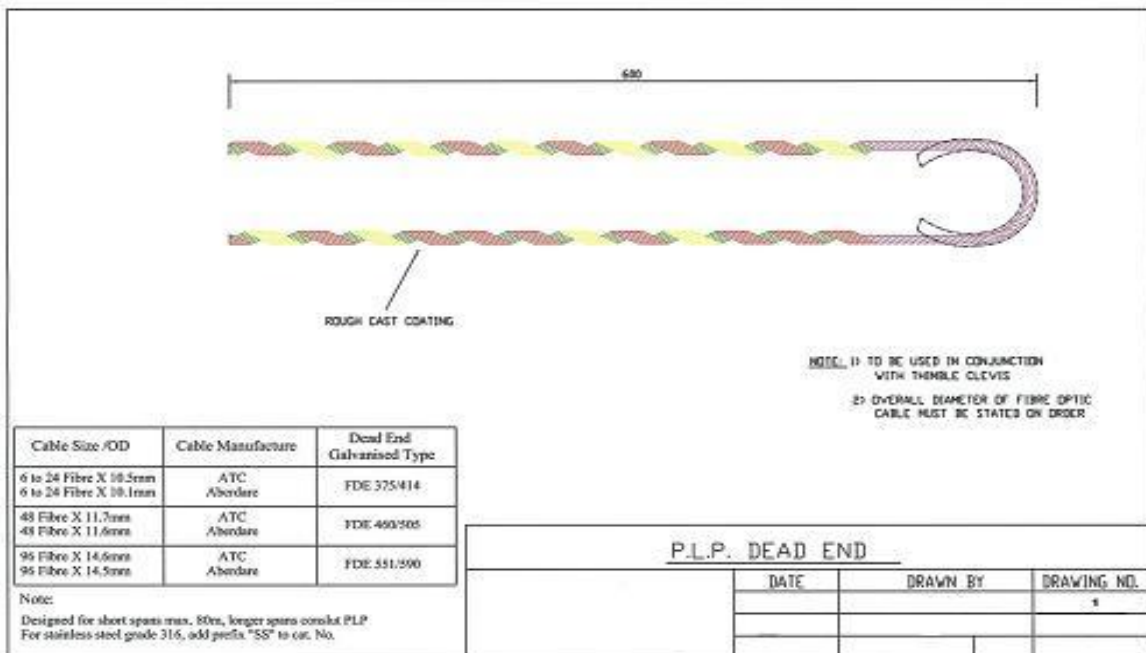


**Tender Number:12/2023 /CTN/INFRA**

OPERATION TEMPERATURE RANGE: -10°C to 70°C.

SAG AND TENSION CALCULATIONS - Span (up to 24F Normal sag (m) on 100m is 1.4

FOA Standard FOA-1

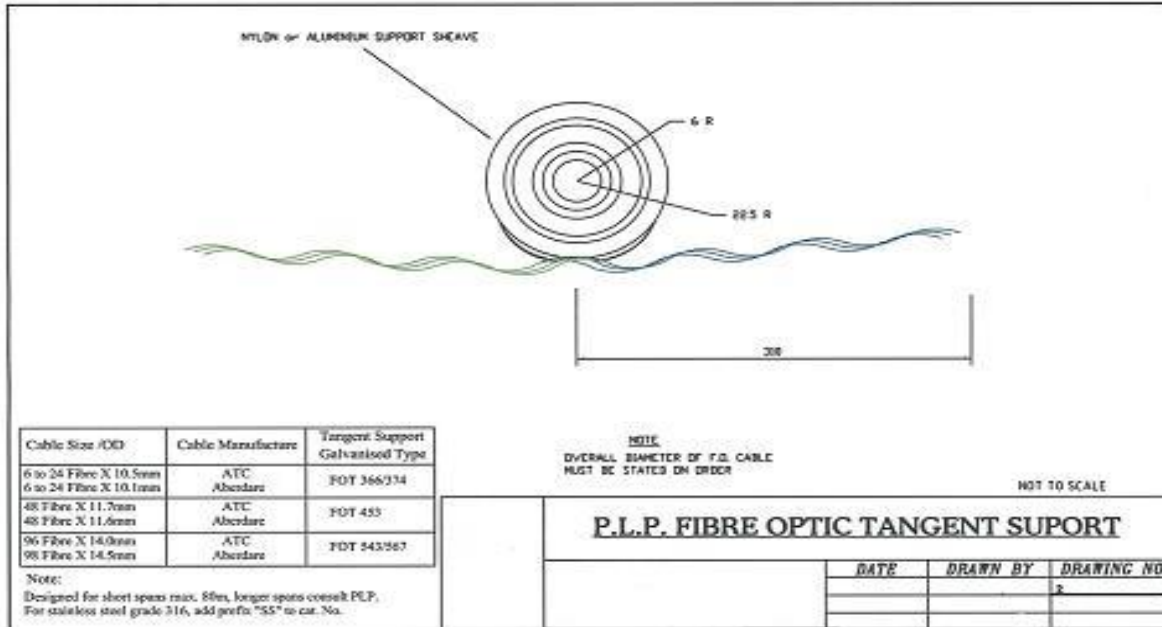


**Drawing 1**

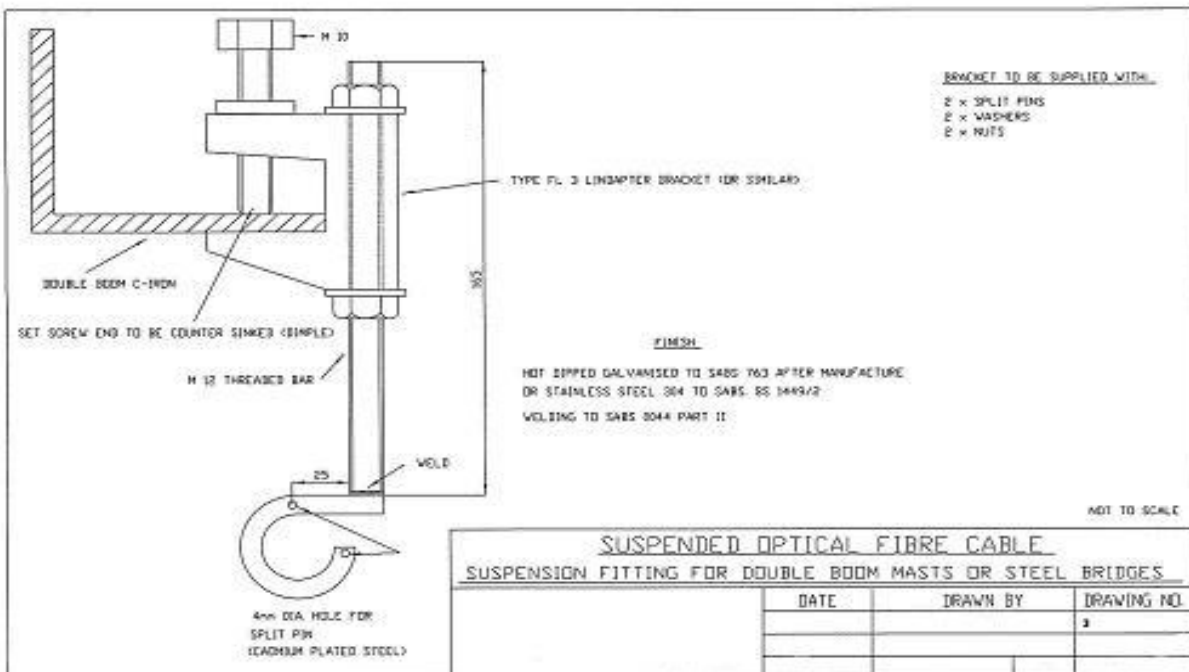
**REQUEST FOR PROPOSAL (RFP) FOR THE  
UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE  
REGION**



**Tender Number:12/2023 /CTN/INFRA**



**Drawing 2**

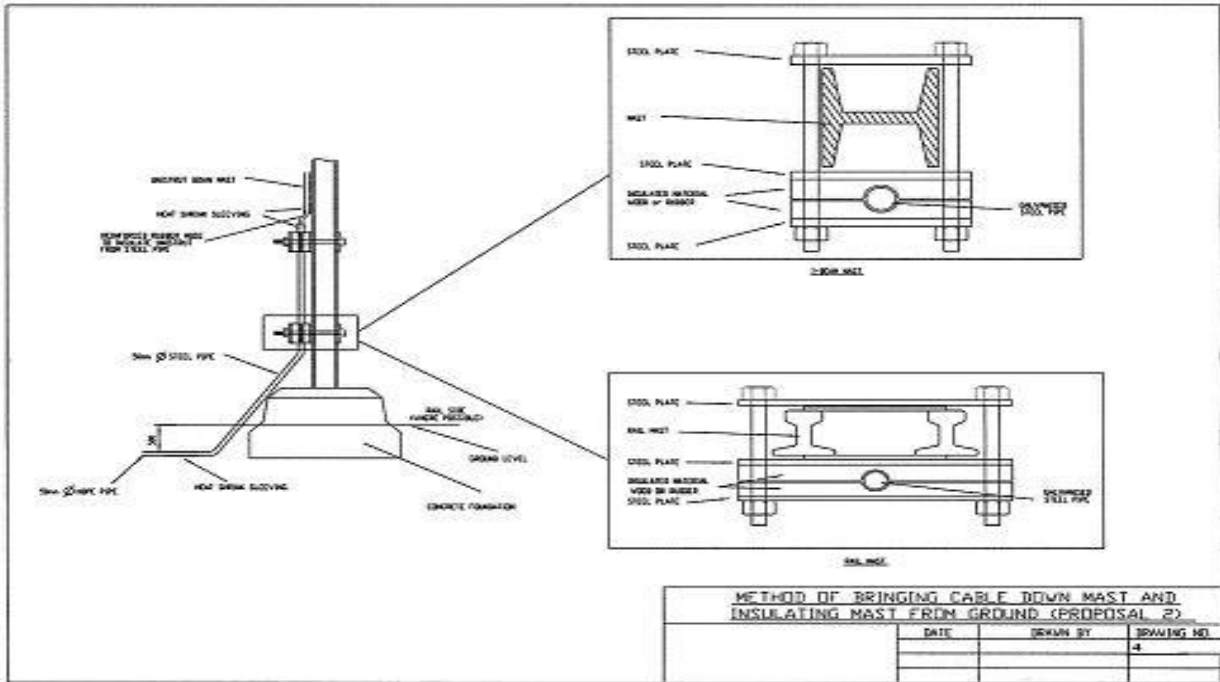


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**Drawing 3**

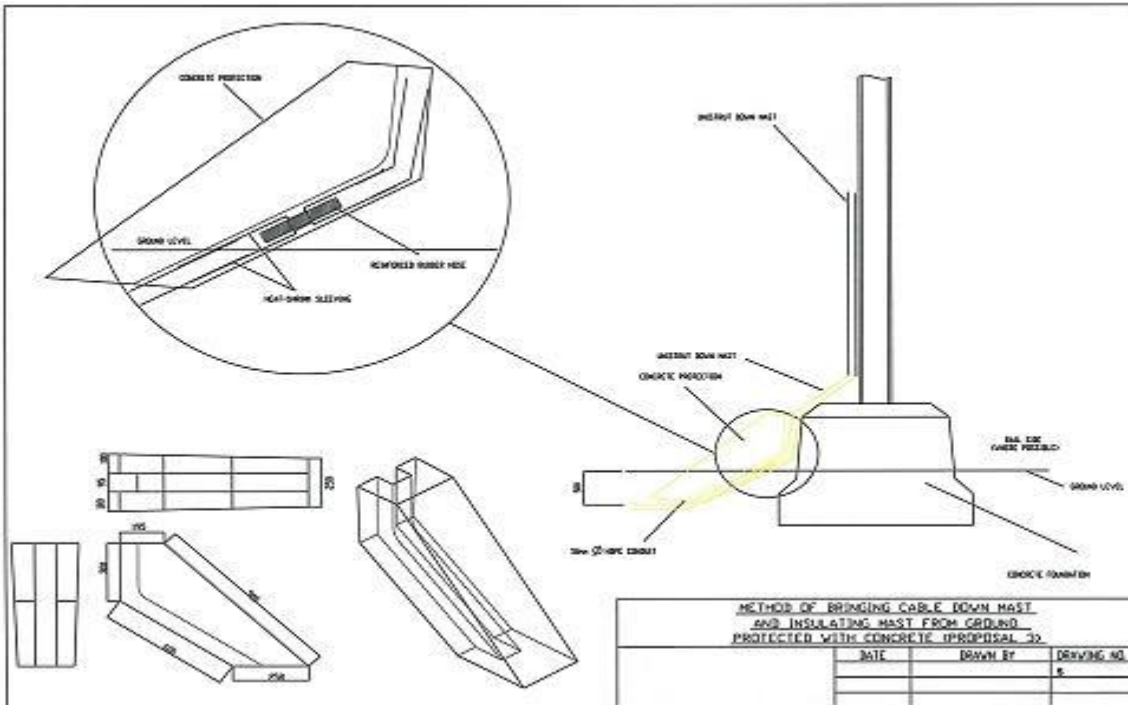


**Drawing 4**

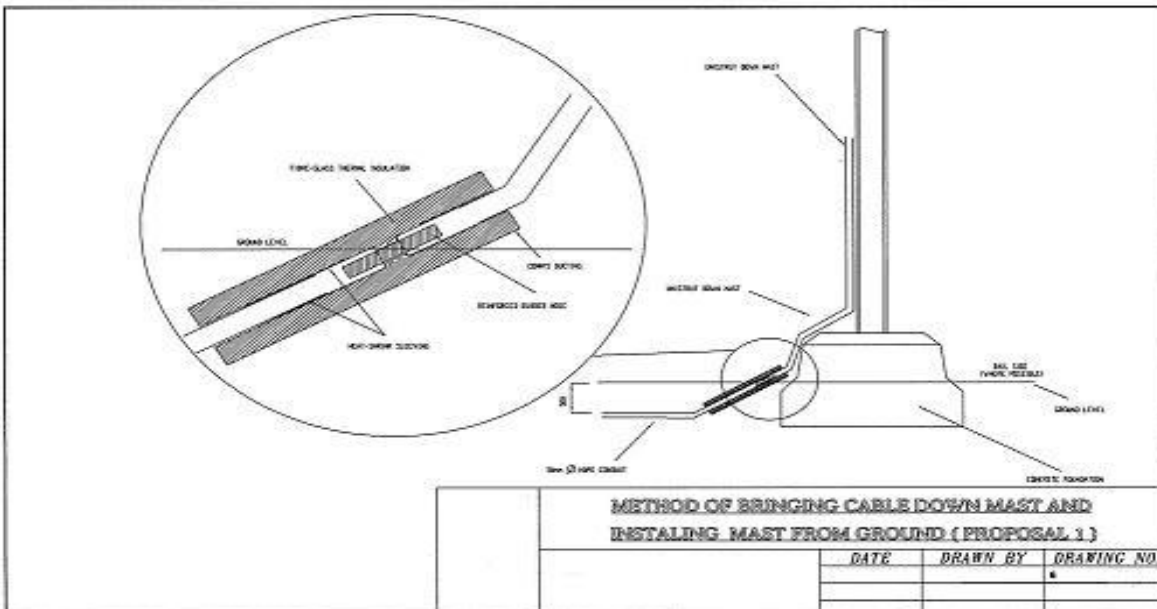
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**Drawing 5**



## Drawing 6

### 5. EVALUATION METHODOLOGY

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

#### 5.1 EVALUATION AND SCORING METHODOLOGY

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

<b>LEVEL</b>	<b>DESCRIPTION</b>
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids may be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids may be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is 70% any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.</b>
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Approval	Approval and notification of the final Bidder.

## 5.2 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 Table 1 for the selection of the preferred bidder that shall execute construction work for the project.

EVALUATION CRITERIA	WEIGHTING
<b>Stage 1 – Compliance</b>	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
<b>Stage 2</b>	
Technical/Functional Requirements	Threshold of 70%
<b>Stage 3</b>	
Price	80
Specific Goals	20

Details of the stages outlined in table 1 above are presented in the following sections.

## 6. STAGE 1: COMPLIANCE REQUIREMENTS

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

### Mandatory Requirements

#### Stage 1A- Mandatory Requirements

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL)	✓
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register (Delete if not applicable)	✓

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c)	Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties (If applicable). The agreement should indicate the leading bidder where applicable.	
d)	The National Industrial Participation Programme Form (SBD5) must be completed and duly signed.	
e)	Proof of CIDB grading 4CE or higher	✓

**Stage 1B – Other Mandatory Requirements - (To be submitted in envelope 1)**

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

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

No.	Description of requirement	
a)	Letter of Good Standing: COID	X
b)	Valid SARS Pin	X
c)	CSD supplier registration number	X
d)	<b>4 CERTIFIED FIBRE OPTIC TECHNICIAN (CFOT). WITH THEIR CERTIFICATE APPROVED BY FIBRE OPTIC ASSOCIATION (FOA) AND IT MUST CERTIFIED COPIES NOT OLDER THAN 3 MONTHS</b>	X

**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 70% as per the standard Evaluation Criteria presented in Table 1 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in Table 3 below

ITEM	CRITERIA	WEIGHT
1	<b>CAPACITY – KEY STAFF: CERTIFIED FIBRE OPTIC TECHNICIAN</b>	<b>50</b>
2	<b>PREVIOUS EXPERIENCE/ ORGANISATIONAL EXPERIENCE</b>	<b>50</b>
	<b>TOTAL</b>	<b>100</b>



**Functional Evaluation Criteria**

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score [80] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

Details of the scoring methodology presented above are outlined below:

**Functionality evaluation matrix & Criteria:**

No	FUNCTIONALITY QUALITY CRITERIA	SUB-CRITERIA SCORING (Refer to Indicators for The Rating of Quality Criteria Table below and Breakdown)		POINTS
	<p><b><u>Capacity – Key Staff: Certified Optic Fibre Technician</u></b></p> <ul style="list-style-type: none"> <li>• Provide a list of 4 Certified Optic Fiber Technicians</li> <li>• Their respective experience and knowledge must pertain to <b>fiber maintenance or servicing or installation presented in a CV. All 4 technicians experience will be counted together.</b></li> <li>• Technicians submitted with experience being irrelevant/omitted OR required qualifications not supplied - such individuals will be removed from the overall list submitted. This will affect the number of technicians submitted.</li> <li>• ONLY FOUR individuals will be evaluated that hold the most relevant experience overall and</li> </ul>	<p>18-20 Years' Experience and More <b>COLLECTIVELY</b></p>	<p>50</p>	<p><b>50</b></p>
<p>13-17 Years' Experience <b>COLLECTIVELY</b></p>	<p>40</p>			
<p>7-12 Years' Experience <b>COLLECTIVELY</b></p>	<p>30</p>			



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No	FUNCTIONALITY QUALITY CRITERIA	SUB-CRITERIA SCORING (Refer to Indicators for The Rating of Quality Criteria Table below and Breakdown)		POINTS
	<p>correct qualifications should excess technicians be submitted.</p> <p>Lowest score of 10 will be applied if less than 4 technicians are submitted as this would affect operations. This is a mandatory requirement mentioned in the special conditions.</p>	<p>1-6 Years' Experience <b>COLLECTIVELY</b></p>	<p>20</p>	
		<p>Less than 1 Year Experience <b>COLLECTIVELY</b></p>	<p>10</p>	
		<p>Unrelated work Experience of Key staff CVs or no CVs were Submitted.</p>	<p>0</p>	
	<p><b><u>Previous Experience/ Organisational Experience</u></b></p> <p>Supply evidence of previous experience in the form of completed projects/services/contracts that required <b><i>Fiber Systems Maintenance or Servicing or installation.</i></b></p> <p>Applications. The evidence should come in the form of five (5) completed reference letters. Where 1 reference letter equates to 1 project completed. The reference letter must address the below items.</p>	<p><b>5 projects successfully completed with 5 relevant reference letters.</b></p>	<p>50</p>	<p><b>50</b></p>
		<p><b>4 projects successfully completed with 4 relevant reference letters.</b></p>	<p>40</p>	

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No	FUNCTIONALITY QUALITY CRITERIA	SUB-CRITERIA SCORING (Refer to Indicators for The Rating of Quality Criteria Table below and Breakdown)		POINTS
	<p>Attached is a reference letter that can be used. The reference letter must be sent to the company/business where services were previously rendered for. Should the bidder be in possession of an existing letter, the letter shall cover all aspects outlined below.</p> <p><b>A. Previous Client and Completed Works/Services Information:</b></p> <ul style="list-style-type: none"> <li>i. Name of the organization</li> <li>ii. Description of works/goods/services that were provided</li> <li>iii. Year</li> <li>iv. Duration</li> </ul> <p><b>B. Evaluation of Service Provider's Performance</b></p> <ul style="list-style-type: none"> <li>i. Project completed within the stipulated timeframes and adhering to lead times.</li> <li>ii. Quality of products and services provided.</li> </ul>	<p><b>3 projects successfully completed with 3 relevant reference letters.</b></p>	30	
		<p><b>2 projects successfully completed with 2 relevant reference letters.</b></p>	20	
		<p><b>1 projects successfully completed with 1 relevant reference letters.</b></p>	10	
		<p><b>0 projects successfully completed with 0 relevant reference letters.</b></p>	0	
<b>TOTAL</b>				<b>100</b>

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QUALITY CRITERIA	INDICATORS					
	0	10	20	30	40	50
<p><b><u>Capacity – Key Staff: Certified Optic Fibre Technician</u></b></p> <ul style="list-style-type: none"> <li><b>Provide a list of 4 Certified Optic Fiber Technicians</b></li> <li>Their respective experience and knowledge must pertain to <b>fiber maintenance or servicing or installation presented in a CV. All 4 technicians experience will be counted together.</b></li> <li><b>Technicians submitted with experience being irrelevant/omitted OR required</b></li> </ul>	<p><b>Unrelated work Experience of Key staff CVs or no CVs were Submitted. Key staff experience total score is 0.</b></p>	<p>Required number of technicians not supplied or experience collectively is less than 1 year.  Less than 1 year experience</p>	<p>Provide a list of 4 CFOT and CV’s stating their relevant skills in relation to <b>fiber maintenance or installation including associated equipment, INCLUDING: 1 - 6 years’ experience COLLECTIVELY</b></p>	<p>Provide a list of 4 CFOT and CV’s stating their relevant skills in relation to <b>fiber maintenance or installation including associated equipment, INCLUDING: 7 – 12 years’ experience COLLECTIVELY</b></p>	<p>Provide a list of 4 CFOT and CV’s stating their relevant skills in relation to <b>fiber maintenance or installation including associated equipment, INCLUDING: 13-17 years’ experience COLLECTIVELY</b></p>	<p>Provide a list of 4 CFOT and CV’s stating their relevant skills in relation to <b>fiber maintenance or installation including associated equipment, INCLUDING: 18-20 years’ experience or more COLLECTIVELY</b></p>

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QUALITY CRITERIA	INDICATORS					
	0	10	20	30	40	50
<p>qualifications not supplied - such individuals will be removed from the overall list submitted. This will affect the number of technicians submitted.</p> <ul style="list-style-type: none"> <li><b>ONLY FOUR</b> individuals will be evaluated that hold the most relevant experience overall and correct qualifications should excess technicians be submitted.</li> </ul>	<p><b>0, the key staff will score 0.</b></p>					

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QUALITY CRITERIA	INDICATORS					
	0	10	20	30	40	50
<p><b>Lowest score of 10 will be applied if less than 4 technicians are submitted as this would affect operations. This is a mandatory requirement mentioned in the special conditions.</b></p>						
<p><b><u>Previous Experience/Organisational Experience</u></b> Supply evidence of previous experience in the form of completed projects/services/contracts that required <b><i>Fiber Systems Maintenance or Servicing or Installation</i></b></p>	<p>Note: 0% of points allocated for this criteria. O Project completed with 0</p>	<p>Note: 20% of points allocated for this criteria. <b>1 project completed with 1 relevant</b></p>	<p>Note: 40% of points allocated for this criteria. <b>2 projects successfully completed with 2 relevant reference letters.</b></p>	<p>Note: 60% of points allocated for this criteria. <b>3 projects successfully completed with 3 relevant reference letters.</b></p>	<p>Note: 80% of points allocated for this criteria. <b>4 projects successfully completed with 4 relevant reference letters.</b></p>	<p>Note: 100% of points allocated for this criteria. <b>5 projects successfully completed with 5 relevant reference letters.</b></p>

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QUALITY CRITERIA	INDICATORS					
	0	10	20	30	40	50
<p>Applications. The evidence should come in the form of five (5) completed reference letters. Where 1 reference letter equates to 1 project completed. The reference letter must address the below items.</p> <p>Attached is a reference letter that can be used. The reference letter must be sent to the company/business where services were previously rendered for. Should the bidder be in possession of an existing letter, the letter shall cover all aspects outlined below.</p>	<p>relevant reference letters.</p>	<p><b>reference letters.</b></p> <p>Note: the reference letter must be signed and stamped and comply with the two listed criteria.</p>	<p>Note: the reference letter must be signed and stamped and comply with the two listed criteria.</p> <p>If the reference letter reflects a negative report attributable to the Supplier, that reference letter will not be considered.</p>	<p>Note: the reference letter must be signed and stamped and comply with the two listed criteria.</p> <p>If the reference letter reflects a negative report attributable to the Supplier, that reference letter will not be considered.</p> <p>If the reference letters do not feature all criteria, then the</p>	<p>Note: the reference letter must be signed and stamped and comply with the two listed criteria.</p> <p>If the reference letter reflects a negative report attributable to the Supplier, that reference letter will not be considered.</p>	<p>Note: the reference letter must be signed and stamped and comply with the two listed criteria.</p> <p>If the reference letter reflects a negative report attributable to the Supplier, that reference letter will not be considered.</p>

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QUALITY CRITERIA	INDICATORS					
	0	10	20	30	40	50
<p><b>A. Previous Client and Completed Works/Services information:</b></p> <p>i. Name of the organization</p> <p>ii. Description of works/goods/services that were provided</p> <p>iii. Year</p> <p>iv. Duration</p> <p><b>B. Evaluation of Service Provider's Performance</b></p> <p>i. Project completed within the stipulated timeframes and adhering to lead times.</p> <p>ii. Quality of products and services provided.</p>		<p>If the reference letter reflects a negative report attributable to the Supplier, that reference letter will not be considered.</p>	<p>If the reference letters do not feature all criteria, then the tenderer will be given the lower score.</p>	<p>tenderer will be given the lower score.</p>	<p>If the reference letters do not feature all criteria, then the tenderer will be given the lower score.</p>	<p>If the reference letters do not feature all criteria, then the tenderer will be given the lower score.</p>

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QUALITY CRITERIA	INDICATORS					
	0	10	20	30	40	50
		If the reference letters do not feature all criteria, then the tenderer will be given the lowest score.				



**CONTACTABLE REFERENCE FOR TENDERER ANNEXURE A - METRORAIL- WESTERN CAPE TENDER/PROJECT: UPGRADE OF THE FIBRE CAPACITY IN THE WESTERN CAPE REGION**

Name of the tenderer: \_\_\_\_\_

To: PRASA – Metrorail – Western Cape

I, the undersigned duly authorized representative, hereby furnish this reference on behalf of the organisation named herein:

---

**A. Previous client and completed works/services information**

- I. Name of the organisation : \_\_\_\_\_
- II. Summary and Description of works/goods/services that were provided :  
\_\_\_\_\_  
\_\_\_\_\_
- III. Year : \_\_\_\_\_
- IV. Duration : \_\_\_\_\_
- V. Value of works/services/goods :  
\_\_\_\_\_

**B. Evaluation of service provider’s performance**

- 1. Were the works/service/ product completed/delivered within stipulated timeframes  Yes  No  
If no kindly comment \_\_\_\_\_
- 2. Were the works/services/product meet the expected and specified quality    
If no kindly comment \_\_\_\_\_

Signature: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_

Business stamp with date

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

**FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**POINTS AWARDED FOR PRICE**

**THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**POINTS AWARDED FOR SPECIFIC GOALS**

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- 3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Acceptable Evidence	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>B-BBEE at least up to level 2</b>	<b>4</b>	<b>Certified BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be acceptable)</b>	
<b>51% BLACK OWNED</b>	<b>4</b>	<b>CIPC Documents/ BBB-EE</b>	

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		Certificate/Affidavit	
<b>51% BLACK YOUTH OWNED</b>	<b>4</b>	<b>Certified</b> copy of ID not older than 3 months	
<b>51% BLACK WOMEN OWNED</b>	<b>4</b>	<b>Certified</b> copy of ID not older than 3 months	
<b>EME OR QSE 51% BLACK OWNED</b>	<b>4</b>	Audited Annual Financial/BBB-EE Certificate/Affidavit	
<b>TOTAL</b>	<b>20</b>		

**7. VALIDITY PERIOD**

This RFP shall be valid for **[90 days]** calculated from Bid closing date.

**8. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

8.1

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.

## **9. POST TENDER NEGOTIATION (IF APPLICABLE)**

PRASA reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should PRASA conduct post tender negotiations, Respondents will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 80/20 / 90/10.

## **10. FINAL CONTRACT AWARD**

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

## **11. FAIRNESS AND TRANSPARENCY**

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA.

The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable

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**SECTION 3**

**Bill of Rates**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
1	The contractor will indicate what <b>Percentage Markup that will be added to Material/ Parts used</b> . Relevant documents to be submitted when invoices are submitted. <b>(Fiber)</b> NB: Invoices from place of purchase of all material used per individual work request are to be submitted for scrutiny along with invoices for payment, and invoices for payment should clearly indicate the % markup added by the contractor.	%			
2	The contractor must quote/tender the total rate to supply and install a Universal DC Rail & I Beam Joint Fitting to the overhead Masts. (Fiber Cable)	<b>Each</b>		<b>2500</b>	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
3	The contractor must quote/tender the total rate to Supply and install a Universal DC Rail & I Beam 1m Extension to the overhead Masts. (Fiber Cable)	<b>Each</b>		<b>800</b>	
4	The contractor must quote/tender the total rate to Supply and install a Universal DC Rail & I Beam Joint fitting to the overhead Masts. (Fiber Cable)	<b>Each</b>		<b>250</b>	
5	The contractor must quote/tender the total rate to Supply and install a Left Handrail Mast Fitting to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>250</b>	
6	The contractor must quote/tender the total rate to Supply and install a Right Handrail Mast Fitting to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>250</b>	
7	The contractor must quote/tender the total rate to Supply and install a Steel Bridge Termination to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>200</b>	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
8	The contractor must quote/tender the total rate to Supply and install a Concrete Bridge Termination Fitting to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>200</b>	
9	The contractor must quote/tender the total rate to Supply and install a Wooden Pole Suspension to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>50</b>	
10	The contractor must quote/tender the total rate to Supply and install a Concrete Pole Suspension to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>250</b>	
11	The contractor must quote/tender the total rate to Supply and install a 1m Concrete Pole Suspension to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>150</b>	
12	The contractor must quote/tender the total rate to Supply and install the Dead-end to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>4000</b>	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
13	The contractor must quote/tender the total rate to Supply and install the Tangent Support to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>5000</b>	
14	The contractor must quote/tender the total rate to Supply and install the Entry Plate to the overhead Cable. (Fiber Cable)	<b>Each</b>		<b>500</b>	
15	The contractor must quote/tender the total rate to Supply the Pigtails for the Patch Panel. (Fiber Cable)	<b>Each</b>		<b>8000</b>	
16	The contractor must quote/tender the total rate to Supply the Splice Protector to the Patch Panel. (Fibre Cable)	<b>Per Pack</b>		<b>50</b>	
17	The contractor must quote/tender the total rate to Supply and install the Extra tray Cassette to the Patch Panel. (Fibre Cable)	<b>Each</b>		<b>50</b>	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
18	The contractor must quote/tender the total rate to Supply the Cable ties to the Overhead Cable. (Fiber Cable)	<b>Per Pack</b>		<b>50</b>	
19	The contractor must quote/tender the total rate to Supply and deliver Overhead fibre optic cable (48 Core) (Fiber)	<b>Per Drum</b>		<b>18</b>	
20	The Contractor must quote/tender the total rate to supply and Deliver armoured Fibre cable for underground (48 Core Fiber)	<b>Per Drum</b>		<b>8</b>	
21	The contractor must quote/tender the total rate to supply and deliver the overhead Fibre Cable 24 Core (Fiber Cable)	<b>Per Drum</b>		<b>5</b>	
22	The contractor must quote/tender the total rate to Install 48 Core Fibre Cable to the overhead Masts and T off sections to station buildings. (Fiber Cable)	<b>Per Meter</b>		<b>78000</b>	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
23	The contractor must quote/tender the total rate to Supply and Install Dome Joint on Over Head traction Mast and T off sections to station buildings. (Fiber Cable)	<b>Each</b>		<b>300</b>	
24	The contractor must quote/tender the total rate to Supply and Install the Patch Panel. (Fibre Cable)	<b>Each</b>		<b>300</b>	
25	The contractor must quote/tender the total rate to Supply and install a Boom Crossing (1 x Boom Crossing = Mast crossing 10 meters). All boom crossing installations will be done after hours. Material required: 32mm orange sub duct and stainless-steel box straps. (Fiber Cable)	<b>Each</b>		<b>35</b>	
26	The contractor must quote/tender the rate per splice to splice 0 to 24 splices per Dome Joint/Patch panel. (Fiber Cable)	<b>Per Splice</b>		<b>10000</b>	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
27	The contractor must quote/tender the rate per splice to splice 25 to 48 splices per Dome Joint/Patch panel. (Fiber Cable)	<b>Per Splice</b>		<b>9000</b>	
28	The contractor must quote/tender the rate per splice to splice 49 to 72+ splices per Dome Joint/Patch panel. (Fiber Cable)	<b>Per Splice</b>		<b>8000</b>	
29	The contractor must quote/tender the total rate to Test and compile Bidirectional OTDR trace for submission to PM upon completion of the Installation. (Fiber Cable)	<b>Per Fiber</b>		<b>5000</b>	
30	The contractor must quote/tender the total rate to Update CAD Drawings. (Fibre Cable)	<b>Per Event</b>		<b>30</b>	
31	The contractor must quote/tender the total rate for Installing the cable during Normal hours. (Fibre Cable)	<b>R/Hour</b>		<b>4000</b>	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
32	The contractor must quote/tender the total rate for Installing the cable during After-hours. (Fibre Cable)	<b>R/Hour</b>		<b>2100</b>	
33	The contractor must quote/tender the total rate for Installing the cable during Sundays and Paid public holidays. (Fibre Cable)	<b>R/Hour</b>		<b>800</b>	

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Item	Description	Unit	Rate	Estimated Usage	Summation
34	<p><b>Trenching:</b> Cut tar or remove concrete paving where applicable to excavate trench 500 mm (W) X 1000mm (D) trenching as per drawing. All cuts on tar are to be done with the industrial road cutting machinery to ensure neat edges.</p> <p><b>Backfilling:</b> The backfill levels should include the following steps:</p> <ol style="list-style-type: none"> <li>1. 200mm of soft sand and compact.</li> <li>2. 150mm backfill sand and compact.</li> <li>3. Another 150mm backfill and compact.</li> <li>4. 110mm of Tar or concrete paving and compact.</li> </ol> <p><b>(Fiber Backbone)</b></p>	Per Meter		1000	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
35	<p><b>Trenching:</b> Opening and closing of standard earth trenches at 1.2m deep x 0.5m wide and compacting when complete including danger tape.</p> <p><b>(Fiber Backbone)</b></p>	<b>Per Meter</b>		<b>3684</b>	
36	<p><b>Backfilling:</b> The backfill levels should include the following steps:</p> <ol style="list-style-type: none"> <li>1. 1200mm of soft sand and compact.</li> <li>2. 150mm backfill sand and compact.</li> <li>3. Another 150mm backfill and compact.</li> <li>4. 110mm of concrete.</li> </ol> <p><b>(Fiber Backbone)</b></p>	<b>Per Meter</b>		<b>1000</b>	
37	<p>The Contractor must quote/tender the total rate to Supply and install armored Fiber cable in trench (fiber Cable)</p>	<b>Per Meter</b>		<b>4000</b>	

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Estimated Usage</b>	<b>Summation</b>
38	The contractor must quote/tender the total rate to Supply and Install PVC Trunking, Flexible Sprague AND Bosal Pipe.	<b>Per Meter</b>		<b>350</b>	
39	The contractor must quote/tender the total rate to Install Wooden pole. (Fiber Cable)	<b>Each</b>		<b>20</b>	
	<b>TOTAL</b>	<b>Ex VAT</b>			
	<b>TOTAL</b>	<b>Inc VAT</b>			



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## **1 PRICING**

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

## **2 DISCLOSURE OF PRICES QUOTED**

Respondents are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

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

3.1 The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued with 30 days of receipt of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure** .....

*[Bidders are required to submit their Bid with a Bid Bond. The Bid Bond shall be due and payable if a bidder decides not to continue with the RFP process after submission of its Bid. The format of the Bid Bond is attached as Annexure .....(where applicable)]*

**4 OWNERSHIP OF DESIGN**

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

**5 SERVICE LEVELS**


5.1. An experienced national account representative(s) is required to work with PRASA’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

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

5.3. PRASA reserves the right to request that any member of the Service provider’s team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.

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

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

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- 5.5. The Service provider must provide a telephone number for customer service calls.
- 5.6. Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

YES	
-----	--

**6 TOTAL COST OF OWNERSHIP (TCO)**

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

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**7 FINANCIAL STABILITY**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_


\_\_\_\_\_

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

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

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

**8 VALIDITY OF RETURNABLE DOCUMENTS**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

1. PRASA's General Bid Conditions\*

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

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

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

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

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

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SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

## **10 GENERAL CONDITIONS**

### **10.1 ALTERNATIVE BIDS**

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

### **10.2 PRASA'S TENDER FORMS**

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

### **10.3 PRECEDENT**

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

### **10.4 RESPONSE TO RFP-CONFIDENTIALITY**

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

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

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder



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or is commercially sensitive information, PRASA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

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

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

#### **10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION**

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

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

#### **10.6 CORRUPTION, GIFTS AND PAYMENTS**

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

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

**10.7 INSURANCE**

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

**10.8 NO CONTACT POLICY**

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

**10.9 CONFLICT OF INTEREST**

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

**10.10 COLLUSION AND CORRUPTION**

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

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- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998).  
. The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Biding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Biding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

#### **10.11 CONSORTIUM CHANGES**

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

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in

writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -

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

#### **10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION**

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

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

#### **10.13 RESPONSE TO THE RFP WARRANTY**

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

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## **11 CONDITIONS OF TENDER**

### **General**

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

## Tenderer's obligations

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

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

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- |                                 |    |   |
|---------------------------------|----|---|
| <b>Seek clarification</b>       | 9  | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .   |
| <b>Insurance</b>                | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.  |
| <b>Pricing the tender</b>       | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .  |
|                                 | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.  |
|                                 | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .  |
|                                 | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies.   |
| <b>Alterations to documents</b> | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| <b>Alternative tenders</b>      | 16 | Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes.    |
|                                 | 17 | Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.  |



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**Submitting a tender** 18 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.

**NOTE:** 19 **Return the completed and signed *PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification***

20 **Submit the tender as an original plus 1 copy and an electronic version which should be contained in Memory Cards clearly marked in the Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**

21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.

22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the *tenderer's name and contact address***. Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2**.

23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked "CONFIDENTIAL"

24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

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

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

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

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

- |   |    |  |
|---|----|--|
| <b>Closing time</b>                             | 25 | Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the <i>deadline for tender submission</i> . Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.  |
|   | 26 | Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.   |
| <b>Tender validity</b>                          | 27 | Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i> .   |
|   | 28 | Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.  |
| <b>Clarification of tender after submission</b> | 29 | Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> |

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|--|----|---|
| <b>Submit bonds,<br/>policies etc.</b> | 30 | If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> . |
|  | 31 | Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> , and sign the Form of Agreement all within the time required.   |
|  | 32 | Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.  |
| <b>Fulfil BEE<br/>requirements</b>     | 33 | Comply with PRASA's requirements regarding BBBEE Suppliers.   |

**PRASA'S UNDERTAKINGS**

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

- |                                     |   |  |
|-------------------------------------|---|--|
| <b>Respond to<br/>clarification</b> | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> .   |
| <b>Issue Addenda</b>                | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| <b>Return late<br/>tenders</b>      | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.  |
| <b>Non-disclosure</b>               | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation   |

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and comparison of tenders and recommendations for the award of a contract.

<b>Grounds for rejection</b>	5	Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.
<b>Disqualification</b>	6	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
<b>Test for responsiveness</b>	7	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>
	8	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in PRASA 's opinion would <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change PRASA's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
<b>Non-responsive tenders</b>	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
<b>Arithmetical errors</b>	11	Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> </ul>

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- 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 RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to *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.

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- |  |    |   |
|--|----|---|
| <b>Sign Form of Agreement</b>          | 19 | Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request. |
| <b>Provide copies of the contracts</b> | 20 | Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.   |

## DRAFT OF A CONTRACT

### PASSENGER RAIL AGENCY OF SOUTH AFRICA

#### SERVICE CONTRACT FOR THE UPGRADE OF FIBER CAPACITY

---

CONTRACT NUMBER :

CONTRACTOR :

NATURE OF WORK :

LOCALITY OR PLACE :

DATE OF ACCEPTANCE

OF TENDER :

DATE OF COMMENCEMENT

OF TENDER :

DATE OF COMPLETION

DUE :

CONTRACT PRICE :

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## **1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

1.1.1 “Applicable Laws” means the Constitution of the Republic of South Africa, Act No.108 of 1996, and all applicable statutes, regulations, codes of good practice, sector codes, industry charters, ordinances, by-laws, rules (including rules of court) and other secondary legislation, directives, practice notes having force of law in South Africa and the common law arising out of judicial decisions, notifications and with which the Parties are bound to comply;

1.1.2 “Bill of Quantities” means the bill of quantities submitted by the Contractor as part of the Contractor’s Bid;

1.1.3 “BBBEE” means Broad Based Black Economic Empowerment as defined in the Broad Based Black Economic Empowerment Act No.53 of 2003;

1.1.4 “BBBEE Status” means the composition, ownership, make up, level and any other criterion of measurement of BBBEE as indicated in the RFT;

1.1.5 “Business Day” means any day other than a Saturday, Sunday or public holiday in South Africa, within the meaning of the Public Holidays Act, 1994;

1.1.6 “Chief Executive Officer” means (i) the chief executive officer of the Contractor and (ii) the chief executive officer of PRASA Technical, a division of the Employer;

1.1.7 “Chief Procurement Officer” means the chief procurement officer of the Employers ;

1.1.8 “Commencement Date” means the Business Day following the date on which the Condition Precedent is fulfilled;

1.1.9 “Condition Precedent” means the condition precedent in clause 5.1;

1.1.10 “Construction Equipment” means all appliances or things of whatsoever nature required in or for the execution, correction of defects, or completion of the Services but does not include materials, Plant or other things that are part of, or intended to form part of the Permanent Services;

1.1.11 “Contract” means this contract and all Annexures thereto;

1.1.12 “Contractor” means \_\_\_\_\_;

1.1.13 “Contractor’s Default” means any of the following events or circumstances -

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- 1.1.13.1 any arrangement, composition or compromise with or for the benefit of creditors (including any voluntary arrangement as defined in the Insolvency Act, 1936 or the Companies Act, 2008) being entered into by or in relation to the Contractor;
- 1.1.13.2 a liquidator, business rescue practitioner or the like taking possession of or being appointed over, or any, winding-up, execution or other process being levied or enforced upon the whole or any material part of the assets of the Contractor.
- 1.1.13.3 the Contractor ceases to carry on business; and
- 1.1.13.4 the Contractor commits a breach of any of its material obligations under this Contract.
- 1.1.14 “Contractor’s Bid” means the documents submitted by the Contractor to the Employer in response to the RFT or Request for Quotation which is attached hereto as Annexure “E” to this Contract;
- 1.1.15 “Contract Sum” means the amount set out in clause 49.2 payable by the Employer to the Contractor in terms of this Contract, subject to such addition thereto or deduction therefrom as may be made from time to time under the provisions of the Contract;
- 1.1.16 “Contract Period” means a period of \_\_\_\_\_, being the period agreed between the Parties for the Contractor to complete the Services, beginning on the Commencement Date;
- 1.1.17 “Consents” mean shall mean all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions, licenses, permissions required to be issued by or made with any Responsible Authority in connection with the performance of the Works;
- 1.1.18 “Drawings” means the plans, technical diagrams and drawings provided by the Employer to the Contractor from time to time to enable the Contractor to render the Services;
- 1.1.19 “Day” means a calendar day;
- 1.1.20 “Employer” means the Passenger Rail Agency of South Africa, a public entity established in terms of the Legal Succession to the South African Transport Services Act 9 of 1989 and the legal successors in title thereto;
- 1.1.21 “Employer’s Default” occurs if - PRASA fails to make the payment in accordance with the provisions of clause 49 PRASA commits a breach of any material term of this Contract.
- 1.1.22 “Final Approval Certificate” means the final approval certificate to be issued by the Employer on completion of the Service by the Contractor;

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- 1.1.23 “Good Industry Practice” means applying, in relation to the manner in which the Services are performed and the services rendered, the standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances, irrespective of whether or not it is conducted by or on behalf of an organ of state or the private sector;
- 1.1.24 “Group Chief Executive Officer” means the group chief executive officer of the Employer;
- 1.1.25 “Mobilisation Fee” means an amount equal to 10% of the Contract Price payable to the Contractor by the Employer, as an upfront payment in accordance with clause 49.4 of this Contract;
- 1.1.26 “Occupational Health and Safety Act” means the Occupational Health and Safety Act 85 of 1993;
- 1.1.27 “Option” means the Employers Option as indicated in clause 11 of this Contract;
- 1.1.28 “Performance Bond” means an unconditional and on demand bank guarantee to the value of 10% of the Contract Price as indicated pursuant to clause 49.5, to be issued by a South African registered bank in favour of the Employer, substantially in the form set out in the RFT or Request of Quotation;
- 1.1.29 “Party” means the Contractor and the Employer, collectively referred to as the “Parties”;
- 1.1.30 “Permanent Services” means the Services provided by the Contractor and approved by the Employer through issue of the Final Approval Certificate;
- 1.1.31 “Project” means the programmed and non-programmed service work to be undertaken by the Contractor in terms of the provisions of this Contract;
- 1.1.32 “Project Manager” means the person appointed by the Employer to be the project manager for the Project, it being agreed that the Employer shall procure that such project manager discharges the duties, functions and responsibilities required of it in terms of this Contract;
- 1.1.33 “Plant” means machinery, apparatus, articles and things of all kind that become part of the Permanent Services to be provided in accordance with the Contract;
- 1.1.34 “Restricted Enterprise” means an entity restricted from contracting with the Employer or any other public entity as a result of being listed either on the register for tender defaulters compiled in terms of the regulations to the Prevention and Combating of Corrupt Activities Act 12, of 2004; or any other relevant Applicable Law;

- 1.1.35 “Request for Tender” or “RFT” means the request for tender issued by the Employer for the appointment of a Contractor for the Project, as set out in Annexure “E” to this Contract;
- 1.1.36 “Request for Quotation” means the request for quotation issued by the Employer for the appointment of a Contractor for the Project, as set out in Annexure “E” to this Contract;
- 1.1.37 “Responsible Authority” shall mean any ministry, any minister, any organ of state, any official, any official in the public administration or any other governmental or regulatory Employer, commission, entity, service utility, board of directors, committee, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;
- 1.1.38 “Scope of Services” means the Services which are to be provided by the Contractor to the Employer in terms of the terms and conditions of this Contract;
- 1.1.39 “Services” means the services to be provided by the Contractor in terms of this Contract in connection with the Project, as set out in Annexure “B” of this Contract;
- 1.1.40 “Service Levels” means the Service levels set out in clause 10;
- 1.1.41 “Signature Date” means the date of signature of this Contract by the last Party signing;
- 1.1.42 “South Africa” means the Republic of South Africa;
- 1.1.43 “Subcontractors” means any person named in the Contract as a subcontractor as listed in Annexure “C” of this Contract and the legal successors in title to each of these persons;
- 1.1.44 “Temporary Services” means the Services provided by the Contractor but not approved by the Employer through issue of the Final Approval Certificate;
- 1.1.45 “Writing” means any hand-written typed or printed communication including facsimiles, electronic communication or any similar communication resulting in a permanent record. The terms “in writing” and “written” shall have corresponding meanings;
- 1.1.46 “Work” means all works to be undertaken for the Services in this Contract.

## 2 INTERPRETATIONS

2.1 This Contract shall be interpreted according to the following provisions, unless the context requires otherwise -

2.1.1 references to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation

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applies or is capable of applying to any transaction entered into under this Contract;

2.1.2 references to “Month” shall be to a calendar month;

2.1.3 references to “Parties” shall include the Parties’ respective successors-in-title and, if permitted in this Contract, their respective cessionaries and assignees;

2.1.4 references to a “person” shall include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organization, association or partnership, whether or not having separate legal personality;

2.1.5 references to any “Responsible Authority” or any public or professional organization shall include a reference to any of its successors or any organization or entity, which takes over its functions or responsibilities;

2.1.6 references to “clauses”, “sub-clauses” and “Schedules” are references to the clauses, sub-clauses and Annexures of this Contract;

2.1.7 the headings of clauses, sub-clauses and Schedules are included for convenience only and shall not affect the interpretation of this Contract;

2.1.8 the Parties acknowledge that each of them has had the opportunity to take legal advice concerning this Contract, and agree that no provision or word used in this Contract shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Contract or any part of it;

2.1.9 words importing the singular shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter;

2.1.10 references to “this Contract” shall include this Contract as amended, varied, novated or substituted in Writing from time to time;

2.1.11 any reference to any enactment, order, regulation or similar instrument shall be construed as a reference to enactment, regulation or instrument as amended, re-enacted or replaced from time to time; and

2.1.12 when any number of days is prescribed in this Contract, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day in which case the last day shall be the immediately following Business Day.

2.2 The common or statute law shall determine whether any person acting or purporting to act on behalf of the Employer, Project Manager or Contractor is duly authorised, save to the extent that a party shall, by written notice to each of the others, designate a person or the holder of any office, to the exclusion of another person or holder of office, to have such authority, or to



limit in any way, or terminate the authority of such designated person or holder of office.

- 2.3 The margin marginal notes or headings in this Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction of the Contract.

### **3 GENERAL PROVISIONS**

- 3.1 No grant by the Employer or the Contractor to the other of any concession, waiver, condonation or allowance shall, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.
- 3.2 The law which is to apply to the Contract, and according to which the Contract is to be interpreted, shall be the law of South Africa.
- 3.3 The language of the Contract and of written communications shall be English.
- 3.4 In the event that the Contractor and the Employer conclude a supplementary contract, the additional work executed in terms of such a contract shall not be taken to be a variation or addition under clause 49.6, but to be a separate contract. The value of such additional work shall, for the purposes of clause 49.7, not be taken into account for this Contract, but it shall be taken into account for the separate contract concluded in terms of the supplementary contract.
- 3.5 Except where otherwise provided in this Contract, the Contractor shall retain the copyright and other intellectual property rights in documents supplied by it to the Employer or Project Manager under this Contract.
- 3.6 The Contractor shall be deemed to have given the Employer a non-terminable, non-transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor's documents provided to it by the Contractor under this Contract, including making and using modifications of such documents for the purposes of further work required to the Services.

### **4 INTRODUCTION**

- 4.1 The Employer issued an RFT or Request for Quotation for provision of the Services with the option to undertake the redesign of the Services.
- 4.2 The Contractor has submitted the Contractors Bid and the Employer appointed the Contractor to provide the Services with the option to redesign the Services.



## **5 CONDITION PRECEDENT**

- 5.1 The provisions of this Contract (other than clauses 1 to 3, 11, 14, 54 to 61 which will come into effect from the Signature Date) are subject to the fulfilment of the condition precedent that must be fulfilled within 30 (thirty) Business Days of the Signature Date (or such other date agreed by the Parties in Writing).
- 5.2 The Contractor shall deliver to the Employer the Performance Bond.
- 5.3 The Parties shall, where it is within their respective power and control to do so, use their respective reasonable commercial endeavours to procure the fulfilment of the Condition Precedent within the time period permitted therefore in clause 5.1.
- 5.4 If the Condition Precedent is not fulfilled on or prior to the date stipulated in clause 5.1 for such fulfilment, this Contract shall not come into force and effect and neither Party shall have any claim against the other Party as a result of or in connection with any such non-fulfilment (other than a claim for a breach by a Party of any of its obligations under clause 5.1).

## **6 PRIORITY OF DOCUMENTS**

- 6.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of such documents shall be in accordance with the following sequence -
- 6.1.1 the Contract, Annexures and schedules thereto;
- 6.1.2 the RFT; and
- 6.1.3 the Contractor's Bid.
- 6.2 If an ambiguity or discrepancy is found in the documents referred to in clause 6.1, the Project Manager shall issue a clarification or instruction. If either Party is not satisfied with the clarification or instruction of the Project Manager, it may refer the matter for dispute resolution in accordance with clause 53.

## **7 DURATION OF CONTRACT**

Subject to the provisions of clause 4 and any other clause in this Contract which entitles the Contractor to an extension of time, this Contract shall come into force and effect on the Commencement Date and shall endure for the Contract Period, whereafter it shall automatically terminate, provided that the Employer may, on notice given to the Contractor not less than 3

(three) months prior to the expiry date of the Contract Period, extend this Contract for a period to be determined by the Employer, during which period the Employer may terminate this Contract on 30 (thirty) days' notice to the Employer.

## **8 SCOPE OF SERVICES**

- 8.1 The Contractor shall undertake the Services in accordance with Good Industry Practice and the Scope of Services set in Annexure "B" and this Contract.
- 8.2 The Services to be undertaken by the Contractors shall include the following:

## **9 SUPPLY OF SERVICES**

- 9.1 The Contractor will use adequate numbers of appropriately skilled, qualified and experienced personnel and all equipment, assets and other resources necessary to provide the Services. The Contractor will throughout the Contract Period consider the requirements of the Employer and apply its expertise to ensure that it renders the Services in a manner which, in its expert judgment, meets the needs of the Employer.
- 9.2 Services will be performed during working hours and in accordance with the Service Levels.
- 9.3 Where the performance of the Service requires the Contractor to liaise or co-operate with the Employer's personnel or other contractors rendering services to the Employer, the Contractor must give its full co-operation and deal with all such persons in a professional and courteous manner. The Employer will in turn procure the co-operation of its personnel and other contractors in their interactions with the Contractor.
- 9.4 The Contractor shall provide the Services applying Good Industry Practice.

## **10 SERVICE LEVELS AND SCHEDULES**

- 10.1 All Services costs shall conform to agreed prices.
- 10.2 A schedule reflecting details Services to be undertaken during the next month shall be submitted to the Employer by the Contractor before the end of each month during the Contract Period.
- 10.3 Work shall be undertaken by the Contractor as per agreed schedule and agreed turnaround times. Special requirements in relation to any work shall be agreed in progress meetings held between the Parties from time to time in accordance with clause 44.
- 10.4 Should additional Work be required, the Employer shall be advised immediately and a separate

quotation for this work shall be prepared and submitted to the Employer for approval, prior to commencement of any such Work.

## **11 EMPLOYERS OPTION**

- 11.1 The Employer has appointed the Contractor to provide the Services with the option of the Employer to extend the scope of the Services to include the redesign of the Services.
- 11.2 The Employer shall have a right at its own discretion to extend and/or amend the scope of Services to include the redesign of the Services based of the trends and failure analysis undertaken in accordance with clause 44.1.1.
- 11.3 Once the Employer has exercised its option to extend the scope of Services in accordance with clause 11.2, both Parties shall agree on the amount to be paid to the Contractor for the redesign of the Services.
- 11.4 The amount to be paid to the Contractor for the redesign of the Services shall be paid in accordance with the Redesign Payment Schedule which is annexure "T" of this Contract.

## **12 CONTRACTOR'S WARRANTIES**

- 12.1 The Contractor warrants that as at the Signature Date -
- 12.1.1 it is a limited liability company, duly incorporated and validly existing under the Applicable Laws and has taken all necessary actions to authorise its execution of and to fulfilment of its obligations under this Contract;
- 12.1.2 no litigation, arbitration, investigation or administrative proceeding is in progress as at the Signature Date or, to the knowledge of the Contractor as at the Signature Date, threatened against it or the Subcontractors, which is likely to have a material adverse effect on the ability of the Contractor to provide the Services;
- 12.1.3 the Contractor is not subject to any obligation or non-compliance which is likely to have a material adverse effect on its ability to conduct the Services;
- 12.1.4 no proceedings or any other steps have been taken or, to the knowledge of the Contractor, threatened for the winding-up or liquidation (whether voluntary or involuntary, provisional or final), judicial management (whether provisional or final) or deregistration of the Contractor, or under business rescue; or for the appointment of a liquidator, judicial manager or similar officer over it or over any of its assets;
- 12.1.5 its obligations under this Contract are legal, valid, binding and enforceable against it in

accordance with the terms of this Contract;

- 12.1.6 all information disclosed by or on behalf of the Contractor at any time up to the Signature Date and up to the end of the Contract Period and, in particular, when submitting the Contractor's Bid prior to the award of this Contract to the Contractor, is true, complete and accurate in all material respects and the Contractor is not aware of any material facts or circumstances not disclosed to the Employer which would, if disclosed, be likely to have an adverse effect on the Employer's decision (acting reasonably) to award this Contract to the Contractor;
- 12.1.7 it will use reasonable care and skill in carrying out its obligations under this Contract;
- 12.1.8 it is not a Restricted Enterprise;
- 12.1.9 in being awarded its appointment under this Contract, it did not engage, either directly or indirectly, or in any manner participate in the perpetration of a corrupt activity as defined in terms of the Corrupt Activities Act Number 12 of 2004; and
- 12.1.10 it has all the insurances required in terms of this Contract.

### **13 EMPLOYER'S WARRANTIES**

13.1 The Employer hereby warrants that -

- 13.1.1 the execution and performance of this Contract by the Employer does not and will not contravene any provision of its constitutive documents as at the Signature Date, or any order or other decision of any Responsible Authority or arbitrator that is binding on the Employer as at the Signature Date;
- 13.1.2 it has taken all necessary actions to authorise the execution and the fulfilment of its obligations under this Contract; and
- 13.1.3 its obligations under this Contract are legal, valid, binding and enforceable against it, in accordance with the terms of this Contract.

### **14 INDEMNITIES**

14.1 The Contractor, in relation to the Services -

- 14.1.1 indemnifies the Employer against any liability in respect of damage to, or physical loss of the property, or injury to or death of any person; and

14.1.2 shall be liable to the Employer for damage to or physical loss of all property of the Employer, arising directly from the execution of the Services.

14.2 The Contractor shall not be liable in respect of -

14.2.1 the permanent use or occupation of land by reason of the Services or any part thereof;

14.2.2 any nuisance, disturbance or interference arising necessarily by reason of the construction of the Services;

14.2.3 interference, whether temporary or permanent, with any servitude or any other right which is the unavoidable result of the construction of the Services in accordance with the Contract; or

14.2.4 death of, or any injuries or damage to persons or property resulting from any act, omission or neglect of the Employer, its agents, employees or other contractors (not being employed by the Contractor).

## **15 ASSIGNMENT AND SUBCONTRACTING**

15.1 The Contractor shall not assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit there under without the written consent of the Chief Procurement Officer and Group Chief Executive Officer of the Employer, which consent shall not be unreasonably withheld.

15.2 Subcontracting

15.2.1 The Contractor shall not subcontract the whole Contract and shall only subcontract a portion of the Services subject to the written approval of the Employer.

15.2.2 The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, its agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

15.2.3 The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in this Contract, shall be the same as if the Contractor had appointed the Subcontractor without consultation with the Employer.

15.2.4 Any appointment of a Subcontractor in accordance with clause 15.2.3 shall not amount to a contract between the Employer and the subcontractor, or any responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract.

15.2.5 In the event of termination of the Contract under clause 51, the Contractor shall assign the subcontract it has in place with a Subcontractor to the Employer, upon instruction by the Employer.

### 15.3 Procedure for appointment of Subcontractors

15.3.1 In the event that the Contractor wishes to appoint subcontractors or replace any one of the subcontractors, it shall -

15.3.2 consult with the Employer regarding such proposed subcontractor, including providing details as to such subcontractor's experience, financial standing and empowerment credentials;

15.3.3 obtain the Employer's written consent prior to contracting with any proposed subcontractor, which consent shall not be unreasonably withheld; and

15.3.4 in respect of the replacement of a Subcontractor procure that the terms and conditions upon which any replacement subcontractor is appointed are substantially the same as those on which the Subcontractor was appointed, and provide the Employer with a copy of the duly executed contract with any such proposed subcontractor.

15.3.5 Every Subcontractor shall enter into a subcontracting agreement with the Contractor which shall provide that -

15.3.6 such Subcontractor shall undertake the same obligations to the Contractor in respect of the subcontract as those by which the Contractor is bound in respect of the contract;

15.3.7 payment for work covered by the subcontract shall not be due until receipt by the Contractor of the payment certificate which includes the value of such work;

15.3.8 within 7 (seven) days of receipt by the Contractor of the Project Manager's payment certificate in which the value of such Subcontractor's work is included, the Contractor shall make payment in full to the Subcontractor for work covered by the subcontract without discount or deduction, other than retention money as may be specified in the subcontract.

## 16 JOINT AND SEVERAL LIABILITY

16.1 If the Contractor constitutes (under Applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons -

16.2 these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Services;

16.3 these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and

16.4 the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

## **17 BASIS OF CONTRACT**

17.1 The Employer shall have made available to the Contractor, as part of or available data by reference in the RFT or Request for Quotation, data relevant to the Services obtained by or on behalf of the Employer, but the Contractor shall be responsible for its own interpretation thereof and deductions thereof.

17.2 The Contractor shall be deemed to have obtained attainable information on risks, contingencies and all other information regarding circumstances which may influence or affect the Services.

## **18 CONTRACTOR'S GENERAL OBLIGATIONS**

### **18.1 Extent of obligations and liability**

18.1.1 The Contractor's general obligations under the Contract shall include the provision of the Services at its own expense, including all labour, equipment, tools, material, transport, consumables, stores, services, samples and Temporary Services, and everything, whether of a temporary or permanent nature, required in and for the construction, completion and commission of the Services. The Contractor shall remedy any defects in the Services and the completed Services must be fit for the purpose for which the Services are intended as defined in the RFT and in this Contract.

### **18.2 Legal provisions**

18.2.1 The Contractor shall, in fulfilling the Contract, comply with Applicable Laws.

18.2.2 If required, the Contractor shall provide proof to the Project Manager that it is in good standing with respect to duties, taxes, levies and standing contributions required in terms of the Applicable Laws.

### **18.3 Notices and Fees**

18.3.1 The Contractor shall in the execution of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of -



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- 18.3.1.1 applicable law, and
- 18.3.1.2 the conditions imposed by any other body or person stated in this Contract.
- 18.3.2 The Contractor indemnifies the Employer against any liability for any breach of the provisions of clause 18.3.1.
- 18.3.3 The Employer shall be responsible for obtaining any planning approval required in respect of the Permanent Services and the Temporary Services.
- 18.3.4 The Contractor shall be responsible for obtaining all requisite consents and permits for the execution of the Services arising from the approvals consents referred to in clause 18.3.3.
- 18.3.5 All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either Party in terms of this Contract or relating to it shall be given in Writing and sent by registered post, or delivered by hand, or transmitted by facsimile to the recipient Party at its relevant address set out below -
- 18.3.6 if to the Employer at:
- 1.1.1. **Address: Umjantshi House**
- 1.1.2. **30 Wolmarans Street**
- 1.1.3. **Braamfontein, Johannesburg**
- 1.1.4. **Attention: Legal Department**
- 1.1.5. **Postal address: Private Bag X101**
- 1.1.6. **Braamfontein**
- 2017
- 18.3.7 Facsimile number:
- 18.3.8 Telephone number:
- 18.3.9 if to the Contractor:
- Address:
- Attention:



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Postal address:

1.1.7.

18.3.10 Facsimile number: +27 11 [●]

18.3.11 Telephone number: +27 11 [●]

18.3.12 Either Party may, by written notice to the other Party, change any of the addresses at which or the designated person for whose attention those notices or other communications are to be given.

18.3.13 Any notice or other communication given by any Party to the other Party which -

18.3.13.1 is sent by registered post to the addressee at its specified address shall be rebuttably presumed to have been received by the addressee on the 7th (seventh) day after the date of posting; or

18.3.13.2 is delivered by hand to the addressee during the normal business hours of the addressee at its specified address shall be refutably presumed to have been received by the addressee at the time of delivery; or

18.3.13.3 is transmitted by facsimile to the addressee during the normal business hours of the addressee at its specified facsimile number shall be rebuttably presumed to have been received by the addressee on the date of transmission as indicated on the sender's facsimile transmission report.

18.3.14 The provisions of this clause 18.3 shall not invalidate any notice or other communication actually given and received otherwise than as described in those provisions.

18.3.15 The Parties choose their respective physical addresses in clause 18.3.5 as their respective domicilia citandi et executandi at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address in South Africa, then the original address shall remain the domicilium citandi et executandi of the relevant Party until it nominates a new physical address within the Republic of South Africa in Writing to be its new domicilium citandi et executandi.

## **19 CHANGE IN CONTROL AND BBBEE**

19.1 The Contractor shall not, during the term of this Contract, be allowed to proceed with any of the following matters without the prior written consent from the Employer's Chief Procurement Officer and Group Chief Executive Officer -

- 19.1.1 any transfer of any amount of shares of the Contractor;
- 19.1.2 any change in the composition of the Contractor;
- 19.1.3 any change in the ownership of the Contractor;
- 19.1.4 any material change in the constitution, memorandum, articles of association or memorandum of incorporation or similar document providing for the creation, formation or incorporation of the Contractor; or
- 19.1.5 any change on the BBBEE component of the Contractor.

provided that the Contractor shall not require any approval and/or consent of the Employer and/or Employer's Chief Procurement Officer and Group Chief Executive Officer where any change as contemplated in clause 19.1.1 to 19.1.5 Employers not have impact of the BBBEE Status of the Contractor.

- 19.2 Breach of clause 19 by the Contractor shall result in immediate termination of the Contract by the Employer.

## **20 DRAWINGS AND INTELLECTUAL PROPERTY**

- 20.1 The Drawings will remain in the sole custody of the Project Manager. Three copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in Writing to the Project Manager of any further drawing or specification that may be required for the execution of the Services.
- 20.2 One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on its site, and shall at all reasonable times be available for inspection and use by the Project Manager and any Subcontractor appointed in terms of clause 15.3 hereof.
- 20.3 Where the design of the Services or part of the Services is performed by the Contractor, it shall, unless otherwise directed, submit paper prints, in triplicate, of all plans or drawings of such Services to the Project Manager whose written approval must be obtained before the Work concerned is commenced. Such approval shall be subject to clause 3.2.
- 20.4 Design, plans and drawings prepared by the Contractor in accordance with clause 20.3 and paid for by the Employer including the intellectual rights thereto shall belong to the Employer.
- 20.5 In the event that the designs, drawings and/or plans are created by both Employer and Contractor, the intellectual property rights attaching to the Work done and paid for by Employer shall vest on the Employer. and the intellectual property rights associated therewith shall vest jointly in the Parties.

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20.6 The Contractor hereby grants to the Employer a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act, No.98 of 1978 -

20.7 to copy any plan, diagram, drawing, specification, Bill of Quantity, design calculation or other similar document made by the Contractor, other than under the direction or control of the Employer, in connection with the Services;

20.7.1 to make free and unrestricted use thereof for its own purposes;

20.7.2 to provide copies thereof to the Project Manager to be used by it for consultations and consulting services to the Employer;

20.7.3 to provide other parties with copies thereof where tenders are invited by the Employer.

20.8 Such non-exclusive licence shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the Employer, by any Subcontractor of the Contractor. The provisions of this clause shall in the case of materials, machines or equipment to be provided as part of the Services, not apply in respect of documents created for the manufacturing thereof.

20.9 No separate or additional payment shall be made by the Employer in respect of any non-exclusive licence granted in terms hereof.

20.10 Save in respect of the Employer's or the Project Manager's design of the Services or method of construction and proprietary brand specified by the Employer or its Project Manager, or in connection with any Drawings, the Contractor indemnifies the Employer against any liability arising from the infringement of any patent rights, design, trade-mark or name or other protected right in respect of any design work, Construction Equipment, Plant, machine, work, method of construction or material used for or in connection with the Services.

20.11 Except where otherwise specified in the Contract, the Contractor shall pay all amounts due by it in respect of the rights referred to in clause 20.

## **21 CONTRACTOR'S SUPERINTENDENCE**

21.1 The Contractor shall provide all necessary superintendence during the execution of the Services.

21.2 The Contractor's manager shall have authority to receive, on behalf of the Contractor, all oral or written communications from the Project Manager or the Project Manager's Representative.

## **22 TIME AND RELATED MATTERS**

### 22.1 Commencement of the Services

22.1.1 Following the Commencement Date, and on the Project Manager's instruction, the Contractor shall, save as may be otherwise provided in the Contract or legally or physically impossible, commence executing the Services. Such instruction shall be subject to the submission by the Contractor, and approval by the Project Manager, of documentation required before commencement with Services execution which information shall be as follows -

22.2 terminate the authority of such designated person or holder of office.

22.3 The marginal notes or headings in this Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction of the Contract.

## **23 GENERAL PROVISIONS**

23.1 No grant by the Employer or the Contractor to the other of any concession, waiver, condonation or allowance shall, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

23.2 The law which is to apply to the Contract, and according to which the Contract is to be interpreted, shall be the law of South Africa.

23.3 The language of the Contract and of written communications shall be English.

23.4 In the event that the Contractor and the Employer conclude a supplementary contract, the additional work executed in terms of such a contract shall not be taken to be a variation or addition under clause 49.6, but to be a separate contract. The value of such additional work shall, for the purposes of clause 49.7, not be taken into account for this Contract, but it shall be taken into account for the separate contract concluded in terms of the supplementary contract.

23.5 Except where otherwise provided in this Contract, the Contractor shall retain the copyright and other intellectual property rights in documents supplied by it to the Employer or Project Manager under this Contract.

23.6 The Contractor shall be deemed to have given the Employer a non-terminable, non-transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor's documents provided to it by the Contractor under this Contract, including making and using modifications

of such documents for the purposes of further work required to the Services.

## **24 INTRODUCTION**

- 24.1 The Employer issued an RFT or Request for Quotation for provision of the Services with the option to undertake the redesign of the Services.
- 24.2 The Contractor has submitted the Contractors Bid and the Employer appointed the Contractor to provide the Services with the option to redesign the Services.

## **25 CONDITION PRECEDENT**

- 25.1 The provisions of this Contract (other than clauses 1 to 3, 11, 14, 54 to 61 which will come into effect from the Signature Date) are subject to the fulfilment of the condition precedent that must be fulfilled within 30 (thirty) Business Days of the Signature Date (or such other date agreed by the Parties in Writing).
- 25.2 The Contractor shall deliver to the Employer the Performance Bond.
- 25.3 The Parties shall, where it is within their respective power and control to do so, use their respective reasonable commercial endeavours to procure the fulfilment of the Condition Precedent within the time period permitted therefore in clause 5.1.
- 25.4 If the Condition Precedent is not fulfilled on or prior to the date stipulated in clause 5.1 for such fulfilment, this Contract shall not come into force and effect and neither Party shall have any claim against the other Party as a result of or in connection with any such non-fulfilment (other than a claim for a breach by a Party of any of its obligations under clause 5.1).

## **26 PRIORITY OF DOCUMENTS**

- 26.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of such documents shall be in accordance with the following sequence -
- 26.1.1 the Contract, Annexures and schedules thereto;
- 26.1.2 the RFT; and
- 26.1.3 the Contractor's Bid.
- 26.2 If an ambiguity or discrepancy is found in the documents referred to in clause 6.1, the Project

Manager shall issue a clarification or instruction. If either Party is not satisfied with the clarification or instruction of the Project Manager, it may refer the matter for dispute resolution in accordance with clause 53.

## **27 DURATION OF CONTRACT**

Subject to the provisions of clause 4 and any other clause in this Contract which entitles the Contractor to an extension of time, this Contract shall come into force and effect on the Commencement Date and shall endure for the Contract Period, whereafter it shall automatically terminate, provided that the Employer may, on notice given to the Contractor not less than 3 (three) months prior to the expiry date of the Contract Period, extend this Contract for a period to be determined by the Employer, during which period the Employer may terminate this Contract on 30 (thirty) days' notice to the Employer.

## **28 SCOPE OF SERVICES**

28.1 The Contractor shall undertake the Services in accordance with Good Industry Practice and the Scope of Services set in Annexure "B" and this Contract.

28.2 The Services to be undertaken by the Contractors shall include the following:

## **29 SUPPLY OF SERVICES**

29.1 The Contractor will use adequate numbers of appropriately skilled, qualified and experienced personnel and all equipment, assets and other resources necessary to provide the Services. The Contractor will throughout the Contract Period consider the requirements of the Employer and apply its expertise to ensure that it renders the Services in a manner which, in its expert judgment, meets the needs of the Employer.

29.2 Services will be performed during working hours and in accordance with the Service Levels.

29.3 Where the performance of the Service requires the Contractor to liaise or co-operate with the Employer's personnel or other contractors rendering services to the Employer, the Contractor must give its full co-operation and deal with all such persons in a professional and courteous manner. The Employer will in turn procure the co-operation of its personnel and other contractors in their interactions with the Contractor.

29.4 The Contractor shall provide the Services applying Good Industry Practice.

### **30 SERVICE LEVELS AND SCHEDULES**

- 30.1 All Services costs shall conform to agreed prices.
- 30.2 A schedule reflecting details Services to be undertaken during the next month shall be submitted to the Employer by the Contractor before the end of each month during the Contract Period.
- 30.3 Work shall be undertaken by the Contractor as per agreed schedule and agreed turnaround times. Special requirements in relation to any work shall be agreed in progress meetings held between the Parties from time to time in accordance with clause 44.
- 30.4 Should additional Work be required, the Employer shall be advised immediately and a separate quotation for this work shall be prepared and submitted to the Employer for approval, prior to commencement of any such Work.

### **31 EMPLOYERS OPTION**

- 31.1 The Employer has appointed the Contractor to provide the Services with the option of the Employer to extend the scope of the Services to include the redesign of the Services.
- 31.2 The Employer shall have a right at its own discretion to extend and/or amend the scope of Services to include the redesign of the Services based of the trends and failure analysis undertaken in accordance with clause 44.1.1.
- 31.3 Once the Employer has exercised its option to extend the scope of Services in accordance with clause 11.2, both Parties shall agree on the amount to be paid to the Contractor for the redesign of the Services.
- 31.4 The amount to be paid to the Contractor for the redesign of the Services shall be paid in accordance with the Redesign Payment Schedule which is annexure "T" of this Contract.

### **32 CONTRACTOR'S WARRANTIES**

- 32.1 The Contractor warrants that as at the Signature Date -
- 32.1.1 it is a limited liability company, duly incorporated and validly existing under the Applicable Laws and has taken all necessary actions to authorise its execution of and to fulfilment of its obligations under this Contract;
- 32.1.2 no litigation, arbitration, investigation or administrative proceeding is in progress as at the Signature Date or, to the knowledge of the Contractor as at the Signature Date, threatened against it or the Subcontractors, which is likely to have a material adverse effect on the



ability of the Contractor to provide the Services;

- 32.1.3 the Contractor is not subject to any obligation or non-compliance which is likely to have a material adverse effect on its ability to conduct the Services;
- 32.1.4 no proceedings or any other steps have been taken or, to the knowledge of the Contractor, threatened for the winding-up or liquidation (whether voluntary or involuntary, provisional or final), judicial management (whether provisional or final) or deregistration of the Contractor, or under business rescue; or for the appointment of a liquidator, judicial manager or similar officer over it or over any of its assets;
- 32.1.5 its obligations under this Contract are legal, valid, binding and enforceable against it in accordance with the terms of this Contract;
- 32.1.6 all information disclosed by or on behalf of the Contractor at any time up to the Signature Date and up to the end of the Contract Period and, in particular, when submitting the Contractor's Bid prior to the award of this Contract to the Contractor, is true, complete and accurate in all material respects and the Contractor is not aware of any material facts or circumstances not disclosed to the Employer which would, if disclosed, be likely to have an adverse effect on the Employer's decision (acting reasonably) to award this Contract to the Contractor;
- 32.1.7 it will use reasonable care and skill in carrying out its obligations under this Contract;
- 32.1.8 it is not a Restricted Enterprise;
- 32.1.9 in being awarded its appointment under this Contract, it did not engage, either directly or indirectly, or in any manner participate in the perpetration of a corrupt activity as defined in terms of the Corrupt Activities Act Number 12 of 2004; and
- 32.1.10 it has all the insurances required in terms of this Contract.

### **33 EMPLOYER'S WARRANTIES**

33.1 The Employer hereby warrants that -

- 33.1.1 the execution and performance of this Contract by the Employer does not and will not contravene any provision of its constitutive documents as at the Signature Date, or any order or other decision of any Responsible Authority or arbitrator that is binding on the Employer as at the Signature Date;
- 33.1.2 it has taken all necessary actions to authorise the execution and the fulfilment of its obligations under this Contract; and



33.1.3 its obligations under this Contract are legal, valid, binding and enforceable against it, in accordance with the terms of this Contract.

## **34 INDEMNITIES**

34.1 The Contractor, in relation to the Services -

34.1.1 indemnifies the Employer against any liability in respect of damage to, or physical loss of the property, or injury to or death of any person; and

34.1.2 shall be liable to the Employer for damage to or physical loss of all property of the Employer, arising directly from the execution of the Services.

34.2 The Contractor shall not be liable in respect of -

34.2.1 the permanent use or occupation of land by reason of the Services or any part thereof;

34.2.2 any nuisance, disturbance or interference arising necessarily by reason of the construction of the Services;

34.2.3 interference, whether temporary or permanent, with any servitude or any other right which is the unavoidable result of the construction of the Services in accordance with the Contract; or

34.2.4 death of, or any injuries or damage to persons or property resulting from any act, omission or neglect of the Employer, its agents, employees or other contractors (not being employed by the Contractor).

## **35 ASSIGNMENT AND SUBCONTRACTING**

35.1 The Contractor shall not assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit there under without the written consent of the Chief Procurement Officer and Group Chief Executive Officer of the Employer, which consent shall not be unreasonably withheld.

35.2 Subcontracting

35.2.1 The Contractor shall not subcontract the whole Contract and shall only subcontract a portion of the Services subject to the written approval of the Employer.

35.2.2 The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, its agents or employees as fully as if they were the acts, defaults or negligence of the

Contractor.

- 35.2.3 The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in this Contract, shall be the same as if the Contractor had appointed the Subcontractor without consultation with the Employer.
- 35.2.4 Any appointment of a Subcontractor in accordance with clause 15.2.3 shall not amount to a contract between the Employer and the subcontractor, or any responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract.
- 35.2.5 In the event of termination of the Contract under clause 51, the Contractor shall assign the subcontract it has in place with a Subcontractor to the Employer, upon instruction by the Employer.

### 35.3 Procedure for appointment of Subcontractors

- 35.3.1 In the event that the Contractor wishes to appoint subcontractors or replace any one of the subcontractors, it shall -
- 35.3.2 consult with the Employer regarding such proposed subcontractor, including providing details as to such subcontractor's experience, financial standing and empowerment credentials;
- 35.3.3 obtain the Employer's written consent prior to contracting with any proposed subcontractor, which consent shall not be unreasonably withheld; and
- 35.3.4 in respect of the replacement of a Subcontractor procure that the terms and conditions upon which any replacement subcontractor is appointed are substantially the same as those on which the Subcontractor was appointed, and provide the Employer with a copy of the duly executed contract with any such proposed subcontractor.
- 35.3.5 Every Subcontractor shall enter into a subcontracting agreement with the Contractor which shall provide that -
- 35.3.6 such Subcontractor shall undertake the same obligations to the Contractor in respect of the subcontract as those by which the Contractor is bound in respect of the contract;
- 35.3.7 payment for work covered by the subcontract shall not be due until receipt by the Contractor of the payment certificate which includes the value of such work;
- 35.3.8 within 7 (seven) days of receipt by the Contractor of the Project Manager's payment certificate in which the value of such Subcontractor's work is included, the Contractor shall

make payment in full to the Subcontractor for work covered by the subcontract without discount or deduction, other than retention money as may be specified in the subcontract.

### **36 JOINT AND SEVERAL LIABILITY**

- 36.1 If the Contractor constitutes (under Applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons -
- 36.2 these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Services;
- 36.3 these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- 36.4 the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

### **37 BASIS OF CONTRACT**

- 37.1 The Employer shall have made available to the Contractor, as part of or available data by reference in the RFT or Request for Quotation, data relevant to the Services obtained by or on behalf of the Employer, but the Contractor shall be responsible for its own interpretation thereof and deductions thereof.
- 37.2 The Contractor shall be deemed to have obtained attainable information on risks, contingencies and all other information regarding circumstances which may influence or affect the Services.

### **38 CONTRACTOR'S GENERAL OBLIGATIONS**

#### **38.1 Extent of obligations and liability**

- 38.1.1 The Contractor's general obligations under the Contract shall include the provision of the Services at its own expense, including all labour, equipment, tools, material, transport, consumables, stores, services, samples and Temporary Services, and everything, whether of a temporary or permanent nature, required in and for the construction, completion and commission of the Services. The Contractor shall remedy any defects in the Services and the completed Services must be fit for the purpose for which the Services are intended as defined in the RFT and in this Contract.

#### **38.2 Legal provisions**

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38.2.1 The Contractor shall, in fulfilling the Contract, comply with Applicable Laws.

38.2.2 If required, the Contractor shall provide proof to the Project Manager that it is in good standing with respect to duties, taxes, levies and standing contributions required in terms of the Applicable Laws.

**38.3 Notices and Fees**

38.3.1 The Contractor shall in the execution of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of -

38.3.1.1 applicable law, and

38.3.1.2 the conditions imposed by any other body or person stated in this Contract.

38.3.2 The Contractor indemnifies the Employer against any liability for any breach of the provisions of clause 18.3.1.

38.3.3 The Employer shall be responsible for obtaining any planning approval required in respect of the Permanent Services and the Temporary Services.

38.3.4 The Contractor shall be responsible for obtaining all requisite consents and permits for the execution of the Services arising from the approvals consents referred to in clause 18.3.3.

38.3.5 All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either Party in terms of this Contract or relating to it shall be given in Writing and sent by registered post, or delivered by hand, or transmitted by facsimile to the recipient Party at its relevant address set out below -

38.3.6 if to the Employer at:

1.1.8. Address: Umjantshi House

1.1.9. 30 Wolmarans Street

1.1.10. Braamfontein, Johannesburg

1.1.11. Attention: Legal Department

1.1.12. Postal address: Private Bag X101

1.1.13. Braamfontein

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38.3.7 Facsimile number:

38.3.8 Telephone number:

38.3.9 if to the Contractor:

Address:

Attention:

Postal address:

1.1.14.

38.3.10 Facsimile number: +27 11 [●]

38.3.11 Telephone number: +27 11 [●]

38.3.12 Either Party may, by written notice to the other Party, change any of the addresses at which or the designated person for whose attention those notices or other communications are to be given.

38.3.13 Any notice or other communication given by any Party to the other Party which -

38.3.13.1 is sent by registered post to the addressee at its specified address shall be rebuttably presumed to have been received by the addressee on the 7th (seventh) day after the date of posting; or

38.3.13.2 is delivered by hand to the addressee during the normal business hours of the addressee at its specified address shall be refutably presumed to have been received by the addressee at the time of delivery; or

38.3.13.3 is transmitted by facsimile to the addressee during the normal business hours of the addressee at its specified facsimile number shall be rebuttably presumed to have been received by the addressee on the date of transmission as indicated on the sender's facsimile transmission report.

38.3.14 The provisions of this clause 18.3 shall not invalidate any notice or other communication actually given and received otherwise than as described in those provisions.

38.3.15 The Parties choose their respective physical addresses in clause 18.3.5 as their respective domicilia citandi et executandi at which all documents relating to any legal proceedings to

which they are a party may be served. If that address is changed to another address which is not a physical address in South Africa, then the original address shall remain the domicilium citandi et executandi of the relevant Party until it nominates a new physical address within the Republic of South Africa in Writing to be its new domicilium citandi et executandi.

### **39 CHANGE IN CONTROL AND BBBEE**

39.1 The Contractor shall not, during the term of this Contract, be allowed to proceed with any of the following matters without the prior written consent from the Employer's Chief Procurement Officer and Group Chief Executive Officer -

39.1.1 any transfer of any amount of shares of the Contractor;

39.1.2 any change in the composition of the Contractor;

39.1.3 any change in the ownership of the Contractor;

39.1.4 any material change in the constitution, memorandum, articles of association or memorandum of incorporation or similar document providing for the creation, formation or incorporation of the Contractor; or

39.1.5 any change on the BBBEE component of the Contractor.

provided that the Contractor shall not require any approval and/or consent of the Employer and/or Employer's Chief Procurement Officer and Group Chief Executive Officer where any change as contemplated in clause 19.1.1 to 19.1.5 Employers not have impact of the BBBEE Status of the Contractor.

39.2 Breach of clause 19 by the Contractor shall result in immediate termination of the Contract by the Employer.

### **40 DRAWINGS AND INTELLECTUAL PROPERTY**

40.1 The Drawings will remain in the sole custody of the Project Manager. Three copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in Writing to the Project Manager of any further drawing or specification that may be required for the execution of the Services.

40.2 One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on its site, and shall at all reasonable times be available for inspection and use by the Project Manager and any Subcontractor appointed in terms of clause 15.3 hereof.

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- 40.3 Where the design of the Services or part of the Services is performed by the Contractor, it shall, unless otherwise directed, submit paper prints, in triplicate, of all plans or drawings of such Services to the Project Manager whose written approval must be obtained before the Work concerned is commenced. Such approval shall be subject to clause 3.2.
- 40.4 Design, plans and drawings prepared by the Contractor in accordance with clause 20.3 and paid for by the Employer including the intellectual rights thereto shall belong to the Employer.
- 40.5 In the event that the designs, drawings and/or plans are created by both Employer and Contractor, the intellectual property rights attaching to the Work done and paid for by Employer shall vest on the Employer. and the intellectual property rights associated therewith shall vest jointly in the Parties.
- 40.6 The Contractor hereby grants to the Employer a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act, No.98 of 1978 -
- 40.7 to copy any plan, diagram, drawing, specification, Bill of Quantity, design calculation or other similar document made by the Contractor, other than under the direction or control of the Employer, in connection with the Services;
- 40.7.1 to make free and unrestricted use thereof for its own purposes;
- 40.7.2 to provide copies thereof to the Project Manager to be used by it for consultations and consulting services to the Employer;
- 40.8 to provide other parties with copies thereof where tenders are invited by the Employer. the Contractor. The provisions of this clause shall in the case of materials, machines or equipment to be provided as part of the Services, not apply in respect of documents created for the manufacturing thereof.
- 40.9 No separate or additional payment shall be made by the Employer in respect of any non-exclusive licence granted in terms hereof.
- 40.10 Save in respect of the Employer's or the Project Manager's design of the Services or method of construction and proprietary brand specified by the Employer or its Project Manager, or in connection with any Drawings, the Contractor indemnifies the Employer against any liability arising from the infringement of any patent rights, design, trade-mark or name or other protected right in respect of any design work, Construction Equipment, Plant, machine, work, method of construction or material used for or in connection with the Services.
- 40.11 Except where otherwise specified in the Contract, the Contractor shall pay all amounts due by it in respect of the rights referred to in clause 20.



#### **41 CONTRACTOR'S SUPERINTENDENCE**

- 41.1 The Contractor shall provide all necessary superintendence during the execution of the Services.
- 41.2 The Contractor's manager shall have authority to receive, on behalf of the Contractor, all oral or written communications from the Project Manager or the Project Manager's Representative.

#### **42 TIME AND RELATED MATTERS**

##### **42.1 Commencement of the Services**

42.1.1 Following the Commencement Date, and on the Project Manager's instruction, the Contractor shall, save as may be otherwise provided in the Contract or legally or physically impossible, commence executing the Services. Such instruction shall be subject to the submission by the Contractor, and approval by the Project Manager, of documentation required before commencement with Services execution which information shall be as follows -

42.1.1.1 any Consents required;

42.1.1.2 proof of insurance in accordance with clause 12.1.10.

42.1.1.3 The documentation referred to in clause 22.1.1 above shall be made available within 30 (thirty) days from the Commencement Date.

42.1.2 If the documentation referred to in clause 22.1.1 is not submitted within the number of days stipulated in clause 42.1.1.3 from the Commencement Date, or is found to be unacceptable, the Employer may terminate the Contract on written notice to the Contractor.

42.1.3 If the Project Manager's instruction to commence executing the Services, or to resubmit documentation, is not received by the Contractor within 7 (seven) days from the actual date of submission of the documentation referred to in clause 22.1.1, commencement of the Services shall be deemed to be on the expiry of such 7 (seven) days.

#### **43 SUPERVISION**

43.1 The function of the Project Manager is to control, manage and administer the Contract acting on instructions of the Employer, in accordance with the provisions of the Contract.

43.2 Whenever the Project Manager intends, in terms of the Contract, to exercise any discretion or make or issue any ruling, contract interpretation or price determination, he shall first consult with the Contractor and the Employer in an attempt to reach agreement. Failing agreement,



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the Project Manager shall act impartially and equitably and shall make a decision in accordance with this Contract, taking into account all relevant facts and circumstances.

- 43.3 The Project Manager will provide overall technical superintendence of the Services, and may direct the Contractor in terms of the provisions of this Contract or in respect of any measures which the Project Manager may require for the operations of the Employer on the safety of trains, the property and workmen of the Employer, and for the safety of other property and persons. The Contractor shall carry out the directions of the Project Manager. The superintendence exercised by the Project Manager, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by the Employer or by the Project Manager of the legal and other responsibilities of the Contractor in carrying out the Services.
- 43.4 The Project Manager may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in Writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Project Manager.
- 43.5 The Contractor shall exercise supervision over the Services at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the Services, and shall exercise personal supervision on behalf of the Contractor. The Project Manager shall be notified in Writing of such appointment which will be subject to his approval.
- 43.6 The Contractor or the Contractor's Site Agent shall be available on the Site at all times while the Services are in progress to receive the orders and directions of the Project Manager.
- 43.7 If the Contractor is dissatisfied with any order or instruction of the Project Manager's representative, or any other person appointed by the Project Manager to act on his behalf, he shall be entitled to refer the matter to the Project Manager who shall promptly confirm, reverse or vary such order or instruction.
- 43.8 Instructions
- 43.8.1 On the Commencement Date, the Project Manager shall deliver to the Contractor copies of the Drawings and any instructions required for the commencement of the Services.
- 43.8.2 The Project Manager shall deliver to the Contractor from time to time, during the progress of the Services, drawings for construction purposes or instructions as shall be necessary for the proper and adequate construction, completion and defect correction of the Services.

- 43.8.3 The Contractor shall give adequate written notice to the Project Manager of any requirements additional to that contained in the Scope of Services or Drawings, which the Contractor may require for the execution of the Services and the Project Manager shall deliver such instructions and/or drawings to the Contractor.
- 43.8.4 The aforesaid instructions and/or Drawings referred to in clause 43.8.3 shall be delivered in good time taking the approved programme into account.
- 43.8.5 The Contractor shall give effect to and be bound by any drawing or instruction given in terms of this Clause and, if such drawing or instruction shall require any variation of, addition to, or omission from the Services, clause 49.6 shall apply.
- 43.8.6 If by reason of a failure by the Project Manager, after his receipt of written notice from the Contractor in terms of clause 43.8.3, to comply in good time with the provisions of clause 43.8.4, the Contractor suffers delay to Practical Completion and, he shall be entitled to make a claim for additional time in accordance with clause 52, for which purpose the time limit of 28 (twenty eight) days shall commence after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed.

#### **44 MONTHLY PROGRESS MEETINGS: EMPLOYER/CONTRACTOR OBLIGATION**

- 44.1 Monthly progress meetings shall be convened by and between the Employer and the Contractor if required, in order to review the following --
- 44.1.1 Review trends and failure analysis;
  - 44.1.2 Specification/work list requirements;
  - 44.1.3 Unit price/Quantity changes;
  - 44.1.4 Drawing amendments;
  - 44.1.5 Delivery schedule;
  - 44.1.6 Quality aspects;
  - 44.1.7 Financial aspects; and
  - 44.1.8 Manage exceptions.

44.2 The above-mentioned progress meetings shall be arranged from time to time by mutual agreement by and between the Employer and the Contractor.

#### **45 DELAYS ATTRIBUTABLE TO THE EMPLOYER**

If the Contractor fails to comply with any agreed time schedule referred to in clause 10 as a result of failure or delay on the part of the Employer, its agents, employees or other contractors (not employed by the Contractor) in fulfilling any necessary obligations in order to enable the Services to proceed in accordance with the Contract, the Contractor shall be entitled to claim extra time incurred by it in performing the Services. The Contractor shall make such claim within 28 (twenty eight) days of such failure by the Employer to meet its contractual obligations. The Contractor's claim shall be submitted to the Project Manager stating in detail such failure by the Employer.

#### **46 SUSPENSION OF THE SERVICES**

46.1 The Contractor shall, on the written order of the Project Manager stating the cause for suspension (other than force majeure in terms of clause 51), suspend the progress of the Services or any part thereof for such time or times and in such manner as the Project Manager shall order and shall, during such suspension, properly protect the Services as far as is necessary unless such suspension is by reason of some default or breach of the Contract by the Contractor

46.2 If the progress of the Services or any part thereof is so suspended for more than 84 (eighty four) Days in total, the Contractor may deliver a written notice to the Project Manager requiring permission to proceed with the Services or that part thereof in respect of which progress is suspended.

46.3 If such permission is not granted within 28 (twenty eight) Days after the Project Manager's receipt of the written notice, the Contractor may, by a further written notice to the Employer, elect to treat the suspension, where it affects the whole Services, as a repudiation of the Contract by the Employer.

#### **47 EXTENSION OF TIME FOR COMPLETION**

47.1 If the Contractor considers itself entitled to an extension of time for circumstances of any kind whatsoever which may cause it to fail to comply with any agreed time schedule referred to in clause 10, the Contractor shall claim in accordance with clause 52 for extension of time. Such extension of time shall take into account any non-Business Days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim.

47.2 Without limiting the generality of clause 52.1 the circumstances referred to in that clause include -

47.2.1.1 the nature of additional work, time; and

47.2.1.2 any disruption which is entirely beyond the Contractor's control.

47.3 Instead of granting extension of time, if feasible, the Project Manager may request the Contractor to accelerate the rate of progress.

#### **48 PENALTY FOR DELAY**

48.1 If the Contractor fails to complete the Services within the time a stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.5% of the Contract Price per delayed Day per order, which shall be paid for every Day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

48.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,

48.3 The Employer may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 48.1.

#### **49 PRICE, PAYMENT AND RELATED MATTERS**

49.1 Payment to Contractor

49.1.1 As consideration for the provision of the Services, the Employer shall pay the Contractor in terms of the provisions of the Contract.

49.1.2 Payment shall be made to the Contractor within thirty (30) Days after receipt of the relevant invoice/s and shall be the amount calculated as being the product of unit price and the quantity accepted as given on the relevant invoice (Refer to Annexure A for the unit prices).

49.1.3 The Employer will verify the invoices and authorize payment on condition that a Final Approval Certificate has been issued.

49.1.4 All invoices shall be paid within thirty (30) Days from the date of issue of the invoice by the Contractor. Failure by the Employer to pay duly issued invoices shall attract a penalty not exceeding 10% of the Contract value. The penalty shall be calculated at 0,5% per day of the invoiced amount of the value of the invoice.

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49.2 Price

49.2.1 The Contract Sum for the Services for the Contract Period is R\_\_\_\_\_ (\_\_\_\_\_) including VAT.

49.3 Payment in Applicable Currencies

49.3.1 Payment of all amounts due and payable either to the Contractor or Employer shall be in South African Rand.

49.4 Payment for Mobilisation

49.4.1 If the Contractor is going be paid the Mobilisation Fee it shall be paid within 30 (thirty) days of fulfilment of the Condition Precedent set out in clause 4.

49.4.2 The Contractor shall use the Mobilisation Fee towards the purchase of material and equipment for the Services.

49.4.3 The Contractor shall provide the Employer with documentary proof of purchase of material and equipment purchased pursuant to clause 49.4.2.

49.4.4 The Contractor shall deliver to the Employer the documentary proof of purchase as contemplated in clause 49.4.3 within 30 (thirty) Days of payment of the Mobilisation Fee.

49.4.5 Failure by the Contractor to provide the Employer with documentary proof of purchase in accordance with clause 49.4.3 within the time frame stipulated in clause 49.4.4 shall be a breach of this Contract and the Employer shall also be entitled to Mobilisation Fee paid.

49.5 Security

The Contractor shall procure that the Performance Bond remains valid until the expiry of the Contract Period. The Performance Bond shall specify an expiry date not less than 36 Months from Commencement Date, and if the Contractor has not become entitled to receive the Final Approval Certificate of the Services by the date 14 (fourteen) days prior to that date, the Contractor shall procure the extension the validity of the Performance Bond until such time that the Services have been completed.

49.6 Variations

49.6.1 If, at any time the Project Manager shall require any variation of the form, quality or quantity of the Services or any part thereof that may be necessary or for any reason appropriate, he shall, subject to the terms of the Contract, be entitled to require the Contractor to do any of the following -

- 49.6.1.1 increase or decrease the quantity of any Work;
- 49.6.1.2 omit any such Work;
- 49.6.1.3 change the character or quality of any such Work;
- 49.6.1.4 change the levels, lines, position and dimensions of any part of the Services;
- 49.6.1.5 execute additional Work of any kind necessary for the completion of the Services; and
- 49.6.1.6 change the specified or approved sequence or method of rendering the Services.
- 49.6.2 No such variation shall in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price. Furthermore, no such variation shall be binding on the Parties until reduced to Writing and signed by them.
- 49.6.3 No such variation shall be made by the Contractor without written orders from the Project Manager in which it is stated to be a "variation order".
- 49.7 Value of variations
- 49.7.1 No variation orders shall exceed 10% (10 percent) of the Contract Price as required by the Employers procurement policies.
- 49.7.2 Subject to clause 49.6.2, no variation orders shall be valid unless approved by the Group Chief Executive Officer and the Chief Procurement Officer of the Employer.

## **50 TERMINATION**

- 50.1 This Contract may be terminated by either Party by giving a 90 (ninety) days' notice or following the occurrence of either the Contractor's Default or Employer's Default.
- 50.2 If termination is as a result of the Employer's Default, the Contractor shall be entitled to payment for all the Services undertaken by the Contractor up to the date of termination.

## **51 FORCE MAJEURE**

### 51.1 Definition of Force Majeure

- 51.1.1 In this clause 51, "Force Majeure" means an exceptional event or circumstance -
- 51.1.1.1 which is beyond a Party's control,

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51.1.1.2 which such Party could not reasonably have provided against before entering into the Contract,

51.1.1.3 which, having arisen, such Party could not reasonably have avoided or overcome, and

51.1.1.4 which is not substantially attributable to the other Party.

51.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions 51.1.1.1 to 51.1.1.4 above are satisfied -

51.2.1.1 war, hostilities (whether war be declared or not), invasion, act of foreign enemies;

51.2.1.2 rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;

51.2.1.3 munitions of war, explosive Materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and

51.2.1.4 natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

**51.3 Notice of Force Majeure**

51.3.1 If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 (fourteen) days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

51.3.2 The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

51.3.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

**51.3.4 Duty to Minimise Delay**

51.3.5 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

51.3.6 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

**51.4 Consequences of Force Majeure**



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51.4.1 If the Contractor is prevented from performing any of its obligations under the Contract by Force Majeure of which notice has been given under sub-clause 51.3, and suffers delay and/or incurs additional costs by reason of such Force Majeure, the Contractor shall be entitled, subject to sub-clause 52 to -

51.4.1.1 an extension of time for any such delay, if completion is or will be delayed, under sub-clause 47, and

51.4.1.2 if the event or circumstance is of the kind described in of sub-clauses 51.2.1.1 to 51.2.1.4 , payment of any such additional cost.

51.4.2 After receiving this notice, the Parties shall proceed in accordance with clause 51.3 to agree or determine these matters.

**51.5 Optional Termination, Payment and Release**

51.5.1 If the execution of substantially all the Services is prevented for a continuous period of 84 (eighty four) Days by reason of Force Majeure of which notice has been given under sub-clause 51.3, or for multiple periods which total more than 140 (one hundred and forty) days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In such event, the termination shall take effect 7 (seven) days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 51.5.2.4 [Cessation of Work and Removal of Contractor's Equipment].

51.5.2 Upon such termination, the Project Manager shall determine the value of the Work done to date and issue a payment certificate to the Contractor which shall include -

51.5.2.1 the amounts payable for any work carried out for which a price is stated in the Contract;

51.5.2.2 the cost of equipment and materials ordered for the Services which have been delivered to the Employer, such equipment and materials shall become the property of (and be at the risk of) the Employer when paid for in full by the Employer, and the Contractor shall place the same at the Employer's disposal;

51.5.2.3 any other costs or liabilities which in the circumstances were reasonably incurred by the Contractor in the expectation of completing the Services; and

51.5.2.4 the cost of removal of Temporary Services and Contractor's Equipment from the Site and the return of these items to the Contractor.

**51.6 Release from Performance under the Law**

51.6.1 Notwithstanding any other provision of this clause 51.6.1, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which



makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance -

- 51.6.1.1 the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- 51.6.1.2 the sum payable by the Employer to the Contractor shall be the same as would have been payable under sub-clause 51.5 [Optional Termination, Payment and Release] if the Contract had been terminated under sub-clause 51.5.

## **52 CONTRACTOR'S CLAIMS**

- 52.1 If the Contractor considers itself to be entitled to any extension of time for completion of the Services, the Contractor shall give notice to the Employer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, as and not later than 28 (twenty eight) Days after the Contractor became aware, or should have become aware, of the event or circumstance. All requests for an extension of time shall be granted in the Employer's sole and absolute discretion, having considered the reasons for the request in consultation with the Project Manager. Should the Employer and/or the Project Manager require any additional information substantiating the Contractor's claim, the Contractor shall provide the Employer and/ or Project Manager with such information within 48 (forty eight hours).
- 52.2 If the Contractor fails to give notice of a claim within such period of 28 (twenty eight) Days, the relevant time for completion of the Services shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this clause 52 shall apply.
- 52.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 52.4 The Contractor shall keep such records as may be necessary to substantiate any claim made by it in accordance with this clause 52. Without admitting the Employer's liability, the Project Manager acting on instructions of the Employer may, after receiving any notice under this sub-clause, monitor the record-keeping and/or instruct the Contractor to keep further records. The Contractor shall permit the Employer to inspect all these records, and shall (if instructed) submit copies to the Employer.
- 52.5 Within 28 (twenty eight) Days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be

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proposed by the Contractor and approved by the Employer, the Contractor shall send to the Employer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed.

- 52.6 The Contractor shall send a final claim within 28 (twenty eight) Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Employer.
- 52.7 Within 42 (forty two) Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Employer acting on instructions of the Employer and approved by the Contractor, the Employer acting on instructions of the Employer shall respond with approval, or with disapproval and detailed comments. It may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.
- 52.8 The Parties shall agree or determine the extension (if any) of the time for completion of any Services (before or after its expiry) in accordance with sub-clause 47 [Extension of Time for Completion], to which the Contractor is entitled under the Contract. If the Contractor does not agree with the determination of the Employer, it shall refer the matter for determination in accordance with clause 53.
- 52.9 The requirements of this sub-clause are in addition to those of any other sub-clause which may apply to a claim. If the Contractor fails to comply with this or another sub-clause in relation to any claim, any extension of time to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this sub-clause.

### **53 DISPUTE RESOLUTION**

- 53.1 If a dispute of any kind arises between the Contractor and the Employer, in connection with or arising out of the Contract or the execution of the Services, whether during the execution of the Services or after their completion, and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation, the matter in dispute shall, within 14 (fourteen) days of dispute having arisen, be referred to the Project Manager with a copy to the Chief Executive Officers. The Project Manager shall decide the matter within 28 (twenty eight) days of receipt of the reference and notify the Contractor and Project Manager of his decision.
- 53.2 If a dispute arises between the Employer and the Contractor, including a dispute arising out of the Project Manager's decision in terms of clause 53.1 hereof, or if the Contractor is dissatisfied with any instruction, assessment, determination, valuation, variation or ruling given or made by the Project Manager in terms of his powers under the Contract, the matter shall be referred in

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Writing to the Chief Executive Officer within 28 (twenty eight) days of the decision of the Project Manager or of the dispute or dissatisfaction, as the case may be, having arisen.

- 53.3 The Parties shall thereafter endeavour to settle the dispute by way of negotiation.
- 53.4 The procedure and forum for the negotiations shall be subject to agreement between the Parties. The negotiations shall be without prejudice to either of the Parties and neither shall be entitled to rely upon admissions or concessions made during such procedures in any ensuing arbitration and/or litigation proceedings.
- 53.5 Either of the Parties may elect that the negotiation proceedings be facilitated by an independent mediator. In such case, the provisions of clause 53.10 shall apply mutatis mutandis to the appointment of such mediator. Each Party shall bear its own costs in respect of the mediation and pay half of the mediator's agreed fees and expenses.
- 53.6 If the Parties fail to reach a negotiated settlement, or negotiations break down on account of a deadlock, the Chief Executive Officers shall decide the dispute and shall advise their decision in Writing to the Project Manager and the Contractor within 42 (forty two) Days after the day of receipt by them of the reference in terms of clause 53.2. The Chief Executive Officers' decision shall forthwith be given effect to by the Project Manager, the Project Manager and the Contractor.
- 53.7 Unless the Contract has already been completed, repudiated or otherwise terminated, the Contractor shall, in every case proceed with the Services with all due diligence, unless and until the Chief Executive Officers' decision has been revised, as hereinafter provided for, by an arbitral award.
- 53.8 The Chief Executive Officers' decision shall be final and binding on the Parties.
- 53.9 Should either of the Parties be dissatisfied with the decision of the Chief Executive Officers in terms of clause 53.6, it may, within 28 (twenty eight) Days after the receipt thereof, declare the matter to be in dispute by written notification to the Chief Executive Officers. Unless otherwise agreed, the matter shall be referred to an arbitrator appointed in terms of clause 53.10 hereof.
- 53.10 The appointment of an arbitrator shall be made by agreement between the Parties, after a written submission has been made by either Party to the other of a shortlist containing the names of 3 (three) suitably qualified persons.
- 53.11 If the Parties fail to agree within 14 (fourteen) Days of receipt of the submission, either Party may apply for the nomination of a suitably qualified person by the Chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA"), or by the Vice Chairperson in the absence of the Chairperson.
- 53.12 The reference to the arbitrator shall, unless otherwise agreed, be deemed to be a submission to

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the arbitration of a single arbitrator in terms of the Arbitration Act (Act No. 42 of 1965, as amended), or any legislation passed in substitution thereof. The arbitration shall, unless otherwise agreed, be conducted in accordance with the AFSA Rules.

53.13 The arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certificate or valuation of the Project Manager, the Project Manager or the Executive Officers insofar as it may in his opinion be necessary to do so for the proper determination of the dispute.

53.14 Neither Party shall be limited in the proceedings before the arbitrator to the evidence or arguments submitted to the Project Manager, the Project Manager or the Executive Officers, for the purposes of preceding proceedings. The award of the arbitrator shall be final and binding on the Parties.

53.15 Arbitration proceedings may be entered into after and at any time before the completion or alleged completion of the Services, provided always –

53.16 that the preceding dispute resolution procedures stipulated herein have been followed and fully exhausted,

53.17 that no decision given by the Project Manager, the Project Manager or the Executive Officers in accordance with the foregoing provisions shall disqualify him as a witness and from giving evidence before the Arbitrator on any matter whatsoever relevant to the dispute so referred to the Arbitrator.

53.18 Any amount which may become payable by the Contractor to the Employer in consequence of any decision by the Chief Executive Officers or of an arbitrator's award, as the case may be, in accordance with the foregoing provisions of this clause, may be recovered in any manner described in clause 49 hereof or by instituting action in a court of competent jurisdiction.

53.19 The arbitrator's fees and expenses shall be borne by the parties concerned in accordance with the terms of the arbitrator's award. Should one Party pay the arbitrator's fees, such Party will have the right to recover from the other Party any amount of such fee for which that party is responsible in terms of the arbitrator's award.

53.20 Notwithstanding provisions of this clause 53 or any other clause in this Contract, either Party shall be entitled to proceed with court action to a court with relevant jurisdiction if they are not satisfied with the decision Chief Executive Officers.

## **54 PUBLIC RELATIONS AND PUBLICITY**

54.1 The Contractor acknowledges that certain information pertaining to the Services is required to be disclosed in accordance with the statutory reporting obligations of the Employer as it may be

required to publish from time to time in response to enquiries from -

- 54.1.1 Parliament and its members and officers in accordance with the provisions of the Public Finance Management Act, of 1999;
  - 54.1.2 the Auditor-General under the Public Audit Act, of 2004; and
  - 54.1.3 persons acting in the public interest in accordance with the provisions of the Promotion of Access to Information Act, 2000.
- 54.2 Subject to clause 55, neither Party shall communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract without the prior approval of the other Party, such consent not to be unreasonably withheld.

## **55 CONFIDENTIALITY**

- 55.1 Each Party ("the Receiving Party") must treat and hold as confidential all information, which they may receive from the other party ("the Disclosing Party") or which becomes known to them concerning the Disclosing Party during the subsistence of this Contract and any extension thereof.
- 55.2 The confidential information of the disclosing Party shall, without limitation, include-
- 55.2.1 software and associated material and documentation, including information contained therein;
  - 55.2.2 all information relating to -
    - 55.2.2.1 the disclosing Party's past, present and future research and development;
    - 55.2.2.2 the Disclosing Party's business activities, products, services, customers and Employers, as well as its technical knowledge and trade secrets;
    - 55.2.2.3 the terms and conditions of this Contract; and
    - 55.2.2.4 Contractor's data.
- 55.3 The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its confidential information -
- 55.3.1 it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
  - 55.3.2 it will initiate internal security procedures reasonably acceptable to the Disclosing Party to

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prevent unauthorized disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;

- 55.3.3 subject to the right to make the confidential information available to their Personnel under clause 55.3.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties;
- 55.3.4 all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the Disclosing Party which have or will come into the possession of the Receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.
- 55.4 Upon termination or expiry of this Contract, the Receiving Party will deliver to the Disclosing Party, or at the Disclosing Party's option, destroy all originals and copies of the Disclosing Party's confidential information in its possession.
- 55.5 The foregoing obligations shall not apply to any information which -
- 55.5.1 is lawfully in the public domain at the time of disclosure;
- 55.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 55.5.3 subsequently becomes available to the Receiving Party from a source other than the Disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
- 55.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 55.6 Nothing in this Clause shall preclude the Parties from disclosing the confidential information to their professional advisors or financiers in the bona fide course of seeking finance, business and professional advice.
- 55.7 Each Party hereby indemnifies the other Party against any loss or damage, which one Party may suffer as a result of a breach of this Clause by the other Party or its Personnel.
- 55.8 The provisions of this clause 55 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for a period of 2 (two) years after the date of termination. Notwithstanding the aforementioned, the obligation to keep confidential business and trade secrets shall remain in force for an unlimited period of time.



## **56 LIMITATION OF LIABILITY**

56.1 Under no circumstances shall either Party be liable for any indirect, consequential or like damages which may arise pursuant to this Contract.

56.2 Furthermore, and notwithstanding anything to the contrary herein, the maximum total liability of the Parties to the Employer for any loss or damage suffered by the Employer, its agents, employees or sub-contractors, whether in contract, delict or otherwise, from any cause whatsoever, and whether in relation to damages, penalties or indemnities or otherwise, shall not exceed twice the Contract Price.

56.3 Subject to the foregoing, and to the extent that it relates to the Services, the Contractor indemnifies and shall keep Employer indemnified at all times against all losses sustained by Employer in consequence of any -

56.3.1 loss of or damage to property;

56.3.2 breach of a statutory duty arising under applicable law;

56.3.3 claim for or in respect of the death or personal injury of any individual; or

56.3.4 any breach by the Contractor of any warranties given by it in this Contract;

56.3.5 including, without limitation, any legal fees or costs, arising in connection with the performance or non-performance of any Services; and

56.3.6 save to the extent caused by the negligence or wilful misconduct of Employer or by a breach by Employer of an express provision of this Contract.

56.4 The Contractor indemnifies and shall keep Employer indemnified at all times against all losses sustained by Employer in consequence of any claim or action whatsoever of the Contractor, instituted against Employer by a subcontractor of the Contractor. In the event that the Contractor or any of its sub-contractors rendering the Services to Employer, becomes or become involved in arbitration or other proceedings falling under a collective agreement under a bargaining council, then the Contractor shall immediately inform the Employer thereof and on request supply the Employer with a copy of any award made pursuant to such proceedings or agreement and any documentation that the Employer may request in respect thereof.

## **57 ENTIRE AGREEMENT**

57.1 Except where expressly provided otherwise in this Contract, this Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject

matter of this Contract.

57.2 Each of the Parties acknowledges that -

57.2.1 it does not enter into this Contract on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a Party to this Contract or not) except those expressly contained in or referred to in this Contract, and the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a remedy available under this Contract; and

57.2.2 this clause 57 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Contract which was induced by fraud, for which the remedies available shall be all those available under any Law governing this Contract.

## **58 SEVERABILITY**

Whenever possible, each provision of this Contract shall be interpreted in a manner which makes it effective and valid under any Applicable Law, but if any provision of this Contract is held to be illegal, invalid or unenforceable under any Applicable Law, that illegality, invalidity or unenforceability shall not affect the other provisions of this Contract, all of which shall remain in full force.

## **59 INDEPENDENT STATUS**

59.1 Nothing in this Contract shall be construed as creating a partnership between the Parties and neither Party shall have any authority to incur any liability on behalf of the other or to pledge the credit of the other Party.

59.2 It is recorded that it is the intention of the parties to exclude all legal consequences of a partnership.

## **60 INDEPENDENT ADVICE**

60.1 Each of the Parties hereby respectively agrees and acknowledges that -

60.1.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Contract and that it has either taken such independent legal advice or has



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dispensed with the necessity of doing so; and

60.1.2 each provision of this Contract (and each provision of the Annexures) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Contract.

**61 COUNTERPARTS**

This Contract may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Contract for all purposes.

SIGNED at Johannesburg on \_\_\_\_\_ 2014

The Contractor:

For: Contractor

\_\_\_\_\_  
PRINT NAME

Who warrants that he is duly authorised


AS WITNESSES:

1. \_\_\_\_\_

61.1.1

Such non-exclusive licence shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the Employer, by any Subcontractor o SIGNED at Johannesburg on

\_\_\_\_\_

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The Employer: THE PASSENGER RAIL AGENCY OF SOUTH AFRICA,

For: THE EMPLOYER

\_\_\_\_\_  
 PRINT NAME

Who warrants that he is duly authorised

AS WITNESSES:

1. \_\_\_\_\_


2. \_\_\_\_\_

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**ANNEXURE A  
PERFORMANCE BOND**

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**ANNEXURE B  
SCOPE OF SERVICES**

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**ANNEXURE C  
SUBCONTRACTORS**

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**ANNEXURE D  
WORKING HOURS AND DAYS**

<b>REQUEST FOR PROPOSAL (RFP) FOR THE UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE REGION</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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**ANNEXURE E  
REQUEST FOR TENDER**

<b>REQUEST FOR PROPOSAL (RFP) FOR THE UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE REGION</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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**ANNEXURE F**

Date: .....

TO: Regional Director  
 Department of Labour  
 .....  
 .....  
 .....

**OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 :  
 GENERAL ADMINISTRATIVE REGULATION :  
 NOTICE OF CARRYING OUT OF CONSTRUCTION WORK**


Dear Sir

With reference to the above Regulation we submit the required information:

- (a) The physical address of construction work to be carried out:  
 \_\_\_\_\_  
 \_\_\_\_\_
- (b) The nature of work to be undertaken:  
 \_\_\_\_\_
- (c) Expected date on which work will commence: \_\_\_\_\_
- (d) Anticipated date for completion: \_\_\_\_\_

Kind regards




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Signature: .....

Designation: .....

Name: .....

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**ANNEXURE G**

**OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993:  
GENERAL SAFETY REGULATIONS 11(1):  
SUPERVISION OF CONSTRUCTION/BUILDING WORK:  
DESIGNATED EMPLOYEE (CONSTRUCTION WORK SUPERVISOR)**

- a) In terms of the provisions of Regulation 11(1) I, ..... (representing the Employer) do hereby appoint
  
- b) ..... as the Designated Employee on the premises at ..... (physical address) to assist in enforcing the observance of the Regulations framed under the abovementioned Act.

c) Your designated area(s) is/are as follows :

.....  
.....

Date .....

Signature: .....


Designation :.....

**ACCEPTANCE OF DESIGNATION**


I, ..... do hereby accept this designation and acknowledge that I understand the requirements of this appointment.

Date : .....

Signature: .....

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Designation .....

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**ANNEXURE H**

**OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993:  
GENERAL SAFETY REGULATIONS 13D(3)(b):  
SUPERVISION OF CONSTRUCTION/BUILDING WORK:  
SCAFFOLD FRAMEWORK: EXPERIENCED PERSON**

In terms of the provisions of Regulation 13D(3)(b) I, .....

..... (representing the Employer) do hereby appoint  
..... as the Experienced Person on the premises at  
.....

..... (physical address) to ensure that all scaffold are erected, altered  
or dismantled in accordance with the Regulations pertaining to scaffolding.


Date : .....

Signature : .....

Designation : .....

**ACCEPTANCE OF DESIGNATION**

I, ..... do hereby accept this designation and acknowledge that I  
understand the requirements of this appointment.

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Date : .....

Signature : .....

Designation : .....

**ANNEXURE I**

**OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993**


**DECLARATION**

In terms of the above Act, I ..... am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature : .....

Date : .....

Access to : ..... (Area)

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Name of Contractor/Builder: .....

Contract/Order No. ....

The Contract Services site/area described below are made available to you for the carrying out of associated Services in terms of your contract/order with (company)

.....

Kindly note that you are at all times responsible for the control and safety of the Services Site, and for persons under your control having access to the site.


As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended, and all conditions of the contract pertaining to the site of the Services as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : ..... Date : .....

**PROJECT MANAGER**

**ACKNOWLEDGEMENT OF RECEIPT**


Name of Contractor: .....,

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..... do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Services in terms of the Occupational Health and Safety Act 85 of 1993.

Name: ..... Designation .....

Signature: ..... Date .....

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**ANNEXURE J**

**PASSENGER RAIL AGENCY OF SOUTH AFRICA**


**(incorporated in terms of the Legal Succession Act, 9 of 1989)**

**SAFETY ON SITE**

1. The Contractor shall for the duration of Contract No. ...., in respect of the provision of services to the Region, comply with the provisions of the Occupational Health and Safety Act 85 of 1993 and all regulations promulgated under this Act. For the purposes of the Act and in so far as the Contractor's personnel/employees are concerned, the Site on which the Contractor conducts the services for the Employer occupied by the Contractor, shall for the duration of the aforementioned agreement be deemed to be under the control of the Contractor. As employer, he is in every respect responsible for the compliance, at his own cost, with the provisions of this Act.
  
2. All records required in terms of this Act, and especially those required in terms of Section 24 of the Act with regard to the reporting of incidents, shall be available for inspection during normal business hours without any prior notice by the designated risk control official(s) of the Employer reportable incidents shall be reported by the Contractor to the Department of Manpower and the designated risk control official(s) of the Employer shall be informed forthwith.
  
3. The Contractor shall in terms of Sections 17, 18, 19 and 20 of the Act, appoint Safety Representatives and Safety Committees who shall meet as prescribed in Section of the Act. Minutes of the meetings shall be retained as prescribed in Section 7 of the General Administrative Regulations of the Act and shall be made available, on request, to the designated risk control official(s) of the Employer.

Signed at ..... at this ..... day of  
..... 20.....




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**WITNESS:**

**TENDERER:**

.....

.....

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**ANNEXURE K**

**PASSENGER RAIL AGENCY OF SOUTH AFRICA  
(incorporated in terms of the Legal Succession Act, 9 of 1989)**

**COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND  
REGULATIONS**

**AGREEMENT**

I, the undersigned, .....  
 (full names and surname), on behalf of .....  
 (name of company/close corporation), with registration number .....,  
 in my capacity as .....


and duly authorised hereto by virtue of a resolution by the directors/members dated .....  
 (an extract of which is attached hereto), agree that the company/close corporation is an employer in its  
 own right with rights and obligations, as set out in the Occupational Health and Safety Act 85 of 1993,  
 and that the company/close corporation shall ensure that all work performed and all machinery and  
 plant used in terms of the above mentioned contract shall be in accordance with the terms and  
 conditions of the said Act.

The company/close corporation furthermore agrees to comply at all times with the terms and conditions  
 of the various instructions attached hereto, and which may be amended from time to time. Further  
 instructions may also be added from time to time by the Employer.

Signed at ..... on this ..... day of  
 ..... 20.....

**WITNESS :**

**TENDERER :**

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.....


## **ANNEXURE L**

### **PASSENGER RAIL AGENCY OF SOUTH AFRICA**

**(incorporated in terms of the Legal Succession Act, 9 of 1989)**

#### **GENERAL INFORMATION**

1. The Occupational Health and Safety Act comprises sections 1 to 50 and all irrevocable REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act, 1986 (Act No. 6 of 1986) as amended as well as other REGULATIONS which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or a sub- contractor for the work, but without derogating from his status in his own right as an Employer or user of plant or machinery.
3. Section 37 of the Occupational Health and Safety Act potentially holds employers (principles) responsible for the unlawful acts or omissions of mandatories (contractors) save where a Written Contract between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above Contract form an integral part of the Contract.
5. To perform in terms of this Contract mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (sub-contractors) are advised to conclude a similar Written Contract.
7. Be advised that this Contract places the onus on the mandatory to contact the employer in the event of inability to perform as per this Contract. The Employer, however reserves the right to unilaterally take any steps as may be necessary to enforce this Contract.

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Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**WITNESS :**

**TENDERER :**

.....

.....

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**ANNEXURE M**

**PASSENGER RAIL AGENCY OF SOUTH AFRICA**

**(incorporated in terms of the Legal Succession Act, 9 of 1989)**

**COMPLIANCE WITH THE COMPENSATION FOR OCCUPATIONAL  
INJURIES AND DISEASES ACT 130 of 1993**

1. The Contractor and sub-contractor shall comply with the provisions of the above Act and all regulations promulgated under this Act.
  
2. Written proof of compliance shall for the duration of Contract No. ...., in respect of the provision of Signal personnel to the Employer, be made available, upon request, to the Employer.


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

**WITNESS :**

**TENDERER :**

.....

.....

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**ANNEXURE N**

**CONTRACTUAL SAFETY CLAUSES**

**Between**

**“THE EMPLOYER” AND “.....”**

**FOR THE PROJECT: .....**

1. The parties agree on the following arrangements according to section 32 (1...2) of the Occupational Health and Safety Act 85 of 1993 to ensure compliance by the mandatory with the provisions of the Act.
2. That a Contractor is an “employer” in his own rights as defined in section 1 of Act 85 of 1993 as amended and that he must fulfil all his obligations as an Employer in terms of the Act.
3. The “Employer”, and the Project Manager hereby agree, in terms of the provisions of Section 37 (1...2) of the Occupational Health and Safety Act 85 of 1993 , hereinafter referred to as the (Act) that the following arrangements and procedures shall apply between them to ensure compliance by the Project Manager with the provisions of the Act, namely:
  - a) The Project Manager undertakes to acquaint the appropriate Officials and Employees of the Contractor/s with all relevant provisions of the Act and the regulations promulgated in terms of the Act.
  - b) The Project Manager undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations in terms of the Act and Regulations will be fully complied with.
  - c) The Project Manager hereby accepts sole liability for such due compliance with relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

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- d) The Project Manager agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate records held by the Project Manager/Contractor.
- e) The Project Manager/Contractor shall be obliged to report forthwith to the employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in Writing of such investigation, complaint or criminal charge.
- f) The Project Manager/Contractor shall comply with the requirements of Act 85 of 1993, in its entirety.
4. Where special permits are required such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by the Employer for this purpose, and all requirements of the permit must be strictly complied with by the Project Manager/Contractor. As well as to comply fully with the general conditions and specifications in E7/1 2012 of April 1991 Annexures "A" & "B" as well as Transnet, Metrorail, Safety Instructions for H.V. Electrical equipment, engineering instructions and E.4E (November 1996) specifications.
5. The Project Manager's appointed Health and Safety Co-ordinator must liaise with the Employer on matters pertaining to occupational health and safety and be part of such internal safety committee while on contract.
6. The appointed Health and Safety Co-ordinator must liaise at least once a week with the Risk Manager of the Employer.
7. The Project Manager shall furnish Risk Manager of the Employer immediately with full particulars of any sub-contractor that he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
8. The Project Manager shall advise the Risk Manager of the Employer Services of any hazardous or potentially hazardous situations that may arise from work being performed either by the



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Contractor or his sub-contractor.

9. Copies of all appointments required by the Act must be given to the Risk Manager of the Employer.
10. A letter of good standing in terms of section 80 (Employer to register with the Compensation Commission) of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, must also be furnished.
11. All clauses in the contract pertaining to health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.
12. The Contractor:
  - a) must identify work processes that will be undertaken during the contract;
  - b) must identify any hazards that might occur due to work processes;
  - c) must provide control processes and mechanisms to prevent hazards developing into incidents.
13. Provision shall be made by the Contractor to ensure that the work does not hinder and/or endanger commuters on the premises. Sufficient room for movement especially during peak times, shall be provided for commuters.
14. An authorized representative of the Employer can stop any unsafe violation being done by the contractor or organize the necessary remedial steps (the cost whereof shall be for the contractor's account) should any deviation from these conditions and or contract come to the attention of the Employer, until the Contractor has complied with such conditions.
15. This document or a copy thereof must be in the possession of the Contractor/Employer or an Employee of the contractor who is in charge of the premises. All Act 85 appointed persons names with their level of responsibility according to Act 85 to be submitted to Risk Manager the Employer as applicable.

## **WHAT IS A SAFETY CASE?**

A Safety Case is an arrangement or promise by one party using or operating on the assets of the other party, to execute it's activities in a safe and responsible manner, and in which risks are identified and the control mechanisms and program to manage the activities and risks are spelled out in detail to the satisfaction of the other party.

## **PREPARING A SAFETY CASE**

1. Identify players (e.a. Contractor/Sub-contractor).
2. What acts, rules, regulations, codes of practice, etc. are applicable.
3. Identify hazards and assess risks to commuters, public, the Employer personnel, Rolling Stock, etc.
4. Access control mechanisms for managing risks, are they in place and adequate?
5. Determined action.
6. Indemnifies other party of responsibility of own personnel's health and safety. Accountability must be made clear.
7. Name of the responsible person (Act 85/1993) for the project.
8. Document aforesaid in a Safety Case, signed by the Project Manager.

## **WHY THE NEED FOR A SAFETY CASE?**

1. Act 85 of 1993 requires that the working environment is safe and without risk to the safety and health of employees, clients and public in general. The Safety Case will identify the risks that one Party's activities may expose the other Party's employees, clients and the general public to, and the mechanisms required to address these risks.
2. Because there are two asset owners, viz Intersite and the Project Manager (Project Manager/Contractor assets referred to are scaffolds, machines, vehicles, etc.), the relationships, responsibilities and accountability to ensure safe working are essential, which will be addressed

in the Safety Case.

3. Railway operations are large and complex. The mix of technologies, equipment age, the workforce's attitude, all affect safety. The Safety Case is intended to be part of the self-regulatory mechanism in which the parties give confidence to each other that they have the ability, commitment and resources to properly assess and effectively manage the risks to health and safety of staff and the general public.
4. The Safety Case is a tool for directing the attitudes and activities of all personnel, from top management to worker. It is therefore essential that all levels be involved in the process to obtain full commitment to ensure that safe practice are in place and carried out.
5. The Safety Case will identify the risks and the mechanism required to address them.
6. A Safety Case is unique to each project or any phase of a project.

### **General Information**

1. The Occupational Health and Safety Act Comprises Sections 1 to 50 and all unrepealed regulations promulgated in terms of the former Machinery and Occupational Safety Act 85 of 1993 as amended as well as other regulations promulgated in terms of the former Machinery and Occupational Safety Act 85 of 1983 as amended as well as other regulations which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or a sub-contractor for work, but without derogating from his status in his own right as an Employer or user of plant or machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principles) for the unlawful acts or omissions of mandatories (contractors) save where a Written Contract between the parties has been concluded containing arrangements and procedures to ensure compliance with the said act by the mandatory.
4. All documents attached hereto or referred to in the above Contract form an integral part of the Contract.
5. To perform in terms of this Contract mandatories must be familiar with the relevant provisions of


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the Act.

6. Mandatories who utilize the services of their own mandatories (sub-contractors) are advised to conclude a similar Written Contract.
7. Be advised that this Contract places the onus on the mandatory to contact the employer in the event of inability to perform as per this Contract.
8. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this Contract.

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**ANNEXURE O**

**“THE EMPLOYER” AND .....**

**“MANDATORY”**

**FOR THE PROJECT: .....**

I “\_\_\_\_\_” representing

.....

(Mandatory) do hereby acknowledge that

..... is an Employer in it’s own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act.

I furthermore agree to comply with the requirements of and the Employer as contained in the documents attached hereto and to liaise with the employer should I for whatever reason, be unable to perform in terms of this Contract. The mandatory responsibilities remain mandatory’s onus and do not absolve the mandatory from any agreements or laws.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Signature \_\_\_\_\_ on behalf of**

..... **(Mandatory)**

**Signature \_\_\_\_\_ of behalf of (the Employer).**

**ANNEXURE P  
SPECIFICATION E4E PRASA (2004)**

**PASSENGER RAIL AGENCY OF SOUTH AFRICA**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

**1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as “Transnet”) are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Services.

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1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -

2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

2.3 "**competent person**" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed:

Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

2.4 "**contractor**" means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.

- 2.5 “**fall protection plan**” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 “**health and safety file**” means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 “**Health and Safety Plan**” means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 “**Risk Assessment**” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 “**the Act**” means the Occupational Health and Safety Act No. 85 of 1993.

### **3. Procedural Compliance**

3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (a) includes excavation work deeper than 1m; or
- (b) includes working at a height greater than 3 metres above ground or a landing.



- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

#### **4. Special Permits**

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the

relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

## **5. Health and Safety Programme**

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;

- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.5 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

- 5.6 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.7 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.8 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.9 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.10 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.12 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall

cause the designation of a competent person, responsible for the preparation of a fall protection plan;

6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.3 The fall protection plan shall include: -

- (a) A Risk Assessment of all work carried out from an elevated position;
- (b) the procedures and methods to address all the identified risks per location;
- (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) the training of employees working from elevated positions; and
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

## **8. Health and Safety File**

8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any

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subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.

- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

**ANNEXURE 1 TO ANNEXURE P**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3(1) of the Construction Regulations**

**NOTIFICATION OF CONSTRUCTION WORK**

---

---

1(a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel. no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number:

\_\_\_\_\_

3(a) Name and postal address of client:

\_\_\_\_\_

(b) Name and tel no of client's contact person or agent:

\_\_\_\_\_

4(a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b) Name and tel. no of designer(s) contact person:

\_\_\_\_\_

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

\_\_\_\_\_

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6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

\_\_\_\_\_

7. Exact physical address of the construction site or site office:

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to the principle contractor:

\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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\_\_\_\_\_

\_\_\_\_\_

**Principal Contractor**

**Date**


\_\_\_\_\_

\_\_\_\_\_

**Client**

**Date**

- \* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
  
- \* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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**ANNEXURE 2 TO ANNEXURE P**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):**

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of \_\_\_\_\_ I, \_\_\_\_\_

representing the Employer) do hereby appoint

\_\_\_\_\_

As the Competent Person on the premises at

\_\_\_\_\_

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows: -

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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---


**ACCEPTANCE OF DESIGNATION**

*I, \_\_\_\_\_ do hereby accept this Designation and acknowledge that I understand the requirements of this appointment.*

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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**ANNEXURE 3 TO ANNEXURE P**

**(COMPANY LETTER HEAD)**


**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):**

**DECLARATION**

In terms of the above Act I, \_\_\_\_\_ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**ANNEXURE 4 TO ANNEXURE P**

**(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)**

**SITE ACCESS CERTIFICATE**

Access to: \_\_\_\_\_ (Area)

Name of Contractor/Builder \_\_\_\_\_

Contract/Order No.: \_\_\_\_\_

The contract Services site/area described above are made available to you for the carrying out of associated Services

In terms of your contract/order with  
(Company) \_\_\_\_\_


Kindly note that you are at all times responsible for the control and safety of the Services Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the Services as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**TECHNICAL OFFICER**

**ACKNOWLEDGEMENT OF RECEIPT**

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**Name of Contractor/Builder: -**

\_\_\_\_\_ I,  
 \_\_\_\_\_ do hereby acknowledge  
 and accept the duties and obligations in respect of the Safety of the site/area of Work in terms  
 of the Occupational Health and Safety Act; Act 85 of 1993.

**Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**ANNEXURE Q**



**PASSENGER RAIL AGENCY  
OF SOUTH AFRICA**

**SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY  
LINES AND NEAR HIGH VOLTAGE  
EQUIPMENT  
(E7/1 2012)**



**ISSUED BY : The Executive Manager  
Asset Management and Development  
PRASA**

*September 1999*

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*Issue 1*

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**SPK7/1**



## **PASSENGER RAIL AGENCY OF SOUTH AFRICA**

### **ANNEXURE R**

#### **SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT (E7/1 2012)**

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**E7/1 2012**



**PASSENGER RAIL AGENCY  
OF SOUTH AFRICA**

**APPROVAL SHEET**

<b>DESIGNATION</b>	<b>SIGNATURE</b>	<b>DATE</b>
Approved by: PRASA –MANAGEMENT BOARD		
Issued by: PRASA – Executive Manager (AM&D)		
Understood and accepted by: PRASA – Senior Manager Infrastructure		
Prepared by: PRASA – Manager (Perway and Structures)		
Prepared by: PRASA – Manager (Electrical)		
Prepared by: PRASA – Manager (Signal)		

**REQUEST FOR PROPOSAL (RFP) FOR THE  
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# PASSENGER RAIL AGENCY OF SOUTH AFRICA

**E7/1 2012**

**SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND  
NEAR HIGH VOLTAGE EQUIPMENT**

(This specification shall be used in SA Rail Commuter Corporation contracts)

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**1 DEFINITIONS**

The following definitions shall apply:

**Authorised Person:** A person whether an employee of Transnet or not, who has been specially authorised to undertake specific duties in terms of Spoornet's publication ELECTRICAL SAFETY INSTRUCTIONS, and who holds a certificate or letter of authority to that effect.

**Barrier:** Any device designed to restrict access to and prevent inadvertent contact with exposed "live" high-voltage electrical equipment.

**Bond:** A short conductor installed to provide electrical continuity.

**Responsible Representative:** The responsible person in charge, appointed by a contractor, who has undergone specific training (and holds a certificate) to supervise staff under his control

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to work on, over, under or adjacent to railway lines and in the vicinity of high-voltage electrical equipment.

**Contractor:** Any person or organisation appointed by PRASA to carry out work on its behalf.

**Dead:** Isolated and earthed.

**Electrical Officer (Contracts):** The person appointed in writing by the responsible Electrical Engineer in Transnet or PRASA'S maintenance Contractor as the person who shall be consulted by the Contractor in all electrical matters to ensure that adequate safety precautions are taken by the Contractor.

**Engineer:** The person, firm or company appointed by PRASA to act as Engineer for the purposes of the contract and designated as such in the Special Conditions of Contract, or any other Engineer appointed from time to time by PRASA and notified in writing to the Contractor.

**Executive Officer:** The person appointed by PRASA from time to time as the Executive Officer to act according to the rights and powers held by and obligations placed upon him in terms of the Contract.

**High-Voltage:** A voltage normally exceeding 1 000 volts.

**Live:** A conductor is said to be "live" when it is at a potential different from that of the earth or any other conductor of the system of which it forms a part.

**Near:** To be in such a position that a person's body or the tools he is using or any equipment he is handling may come within 3 metres of live exposed high-voltage electrical equipment.

**Occupation:** An authorisation granted by Transnet or PRASA'S maintenance and/or operating Contractor for work to be carried out under specified conditions on, over under or adjacent to railway lines.

**Occupation Between Trains:** An occupation during an interval between successive trains.

**Project Manager:** The person or juristic person appointed by PRASA from time to time as the Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.

**Total Occupation:** An occupation for a period when trains are not to traverse the section of line covered by the occupation.

**Work on:** Work undertaken on or so close to the equipment that the specified working clearances to the live equipment cannot be maintained.

**Work Permit:** A combined written application and authority to proceed with work on or near dead electrical equipment.

## **PART A - GENERAL SPECIFICATION**

### **2. AUTHORITY OF OFFICERS OF TRANSNET OR PRASA'S MAINTENANCE AND/OR OPERATING CONTRACTOR**

2.1 The Contractor shall co-operate with the authorised personnel of Transnet or PRASA'S maintenance and/or operating Contractor and shall comply with all instructions issued and restrictions imposed with respect to the Services which bear on the presence and operation of Transnet or PRASA'S railway lines and high-voltage equipment.

2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of Transnet or PRASA, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of Transnet or PRASA assets or any person is affected.  
**CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

### **3. CONTRACTOR'S REPRESENTATIVES**

3.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be

available at any hour for call-out in cases of emergency. The Contractor shall provide the Engineer with the names, addresses and telephone numbers of the representatives.

- 3.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.
- 3.3 The Responsible Representative shall be familiar with the contents and provisions of the ELECTRICAL SAFETY INSTRUCTIONS, copies of which they shall keep in their possession for the duration of the contract.

#### **4. OCCUPATIONS AND WORK PERMITS**

- 4.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Engineer and at times to suit the requirements of Transnet or PRASA'S maintenance and/or operating Contractor.
- 4.2 The Contractor shall organise the Services in a manner, which will minimise the number and duration of occupations and work permits required.
- 4.3 PRASA shall not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.
- 4.4 The Contractor shall submit to the Engineer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. Transnet or PRASA'S maintenance and/or operating Contractor does not undertake to grant an occupation or work permit for any particular date, time or duration.
- 4.5 Transnet or PRASA'S maintenance and/or operating Contractor reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8 above.



- 4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.
- 4.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit, but not exceeding the balance of the reduced occupation or work permit.
- 4.8 Reimbursement of the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Engineer certifies that no other work on which the labour and plant could be employed was immediately available.
- 4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Engineer written confirmation of the date, time and duration of the occupation including the specified conditions applicable.
- 4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of Annexure 8.1 of the ELECTRICAL SAFETY INSTRUCTIONS, presented by an authorised person, signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of Annexure 8.1 of the ELECTRICAL SAFETY INSTRUCTIONS, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Responsible Representative shall advise all his workmen accordingly.

## **5. SPEED RESTRICTIONS AND PROTECTION**

- 5.1 When speed restrictions are imposed by Transnet or PRASA'S maintenance and/or

operating Contractor because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.

5.2 When the Engineer considers protection to be necessary the Contractor shall, provide all protection including flagmen, other personnel and all equipment for the protection of Transnet or PRASA's personnel and assets, the public and including trains. The Contractor shall arrange training and Transnet accreditation of the Contractor's flagmen and other personnel performing protection duties. The cost of the training shall be to the Contractor's account. It remains the responsibility of the Contractor to protect his personnel and assets at all times.

5.3 The Contractor shall consult with the Engineer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in Transnet's publication, PERMANENT WAY INSTRUCTIONS.

5.4 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by Transnet or PRASA'S maintenance and/or operating Contractor personnel providing protection.

## 6. **ROADS ON TRANSNET OR PRASA PROPERTY**

6.1 The Contractor shall use every reasonable means to prevent damage to any of the roads or bridges communicating with or on the direct route to the site and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as reasonably possible.

6.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Engineer has obtained the approval of the road authority concerned.

## 7. **CLEARANCES**

7.1 No temporary Services shall encroach on the appropriate minimum clearances set out in Transnet's publications, PERMANENT WAY INSTRUCTIONS and ELECTRICAL SAFETY INSTRUCTIONS.

## 8. STACKING OF MATERIAL

- 8.1 The Contractor shall not stack any material closer than 3 metres from the centre line of any railway line or within 2.5 metres of the boundary fence without prior approval of the Engineer and considering the presence of any trackside equipment.
- 8.2 All stacking of material shall take place in accordance with the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and the ELECTRICAL SAFETY INSTRUCTIONS.

## 9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

- 9.1 Unless otherwise approved by the Engineer any excavation adjacent to a railway line shall not encroach on the hatched area shown in Figure 1.

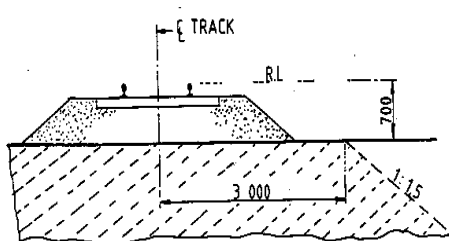


Fig. 1.

### Formation level

- 9.2 The Contractor shall provide, at his own cost, any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 9.3 Where required by the Engineer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.
- 9.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Engineer.

9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

## 10. FALSEWORK FOR STRUCTURES

10.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Engineer and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.

10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Engineer a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Engineer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

## 11. PILING

11.1 The Engineer will specify the conditions under which piles may be installed on Transnet or PRASA property.

## 12. UNDERGROUND SERVICES

12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.

12.2 Any damage shall be reported immediately to the Engineer, or to the personnel in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

12.3 Any previously uncharted underground services encountered by the Contractor during the course of his activities shall be reported immediately to the Engineer who shall ensure the necessary inclusion in the “as built” drawings.

## 13. BLASTING

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- 13.1 No blasting in the vicinity of a railway line shall be carried out except with the prior written permission of the Engineer and under such conditions as he may impose.
- 13.2 The Contractor shall make arrangements for the supply, transport, storage and use of explosives.
- 13.3 The Contractor shall have labour, tools and plant, to the satisfaction of the Engineer, available on the site to clear immediately any stone or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the PRASA's maintenance and/or operating Contractor.
- 13.4 The Contractor shall advise the Engineer of his intention to blast at least 21 days prior to the commencement of any blasting operations.
- 13.5 Before any blasting is undertaken, the Contractor and the Engineer shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any cracking or damage that exists. The Contractor, at his own expense shall make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Engineer, is a direct result of the blasting.
- 13.6 All claims shall be settled by the Contractor as soon as possible. Should unreasonable delays occur, the PRASA will have the right to settle any such claims and recover the costs from the Contractor.
- 13.7 Within a reasonable time after completion of the blasting, the Contractor shall obtain a written clearance from each land owner in the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties have been settled.
- 13.8 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 13.9 Blasting within 500 metres of a railway line will only be permitted during intervals between trains. A person appointed by the Engineer, assisted by flagmen with the necessary protective

equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.

3.10 The flagmen described in clause 13.9 above, where provided by Transnet or PRASA'S maintenance and/or operating Contractor, are for the protection of trains and Transnet or PRASA property and personnel only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

13.11 The person described in clause 13.9 above will record in a book provided and retained by the Engineer the dates and times:

- (i) when each request is made by him to the controlling station for permission to blast;
- (ii) when blasting may take place;
- (iii) when blasting actually takes place; and
- (iv) when he advises the controlling station that the line is safe for the passage of trains.

13.12 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Engineer and the person who will do the blasting shall both sign the book whenever an entry described in clause 13.11 above is made.

13.13 The terms of clause 27 hereof shall be strictly adhered to.

#### **14. RAIL TROLLEYS**

14.1 The use of rail trolleys on a railway line will be permitted only if approved by the Engineer and under the conditions stipulated by him.

14.2 All costs in connection with such trolley working requested by the Contractor shall, unless otherwise agreed, be borne by the Contractor, including the costs of any train protection services required.

#### **15. ANCILLARY TRACKSIDE EQUIPMENT AND FACILITIES.**

- 15.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of a railway line/lines.
- 15.2 No signal connections on track-circuited tracks shall be severed without the Engineer's knowledge and consent.
- 15.3 No ancillary trackside equipment or facilities such as axle counters, bonds, wiring runs, connection boxes, points machines, signals, drainage systems etc. shall be disconnected, removed, altered or in any way interfered with without the Engineer's knowledge and consent.

**16. PENALTY FOR DELAYS TO TRAINS**

- 16.1 If any trains are delayed by the Contractor and the Engineer is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor in terms of the Special Conditions of Contract.

**17. COMPLIANCE WITH STATUTES AND REGULATIONS**

- 17.1 The Contractor shall comply with the provisions of the following:

- (i) the OHS Act 85 of 1993, as amended;
- (ii) the Explosive Act 26 of 1956, as amended;
- (iii) the Workmen's Compensation Act, 1941, as amended;
- (iv) the Mines Health and Safety Act 29 of 1996, as amended;
- (v) the ELECTRICAL SAFETY INSTRUCTIONS, as amended;

and all regulations framed under these acts.

- 17.2 The Contractor shall prepare and submit to the PRASA's maintenance and operating contractor for acceptance, a Safety Case clearly explaining his Safety Management System. A site access certificate will not be issued to the Contractor unless this Safety Case has been accepted.
- 17.3 The Contractor shall comply with the provisions of the OHS Act 85 of 1993, as amended. For

the purpose of this Act, the site occupied by the Contractor is transferred, for the duration of the contract, to the control of the Contractor as if it were his property. Prior to commencement of any work, and following the acceptance of a Safety Case, a site access certificate shall be issued to the Contractor by the PRASA's maintenance and/or operating Contractor. As employer, the Contractor is in every respect responsible for compliance with the provisions of this Act.

17.4 Compliance with all applicable legislation shall be entirely at the Contractor's cost.

**18. TEMPORARY LEVEL CROSSINGS**

18.1 Applications for temporary level crossings shall be submitted by the Contractor in writing for approval to the PRASA's maintenance and/or operating Contractor. These applications shall include a plan and cross-sectional view of the site including all affected services and proposed temporary alterations thereto.

18.2 The PRASA's maintenance and/or operating Contractor may permit the construction of a temporary level crossing over the railway line at any approved site. The period for which the level crossing is permitted will be at the discretion of the PRASA's maintenance and/or operating Contractor.

18.3 The Contractor at his own cost, shall arrange the construction by a nominated specialist subcontractor of the entire approved temporary level crossing, including all level crossing signs and height gauges and alterations to communication, power and signal equipment as well as drainage.

The constructed temporary level crossing shall be subject to the inspection and approval of the PRASA's maintenance and/or operating Contractor. After the temporary level crossing has served its purpose, the Contractor, at its own cost, shall arrange its removal by a nominated specialist Contractor and return the infrastructure assets to normal to the approval of PRASA's maintenance and/or operating contractor.

18.4 The Contractor shall, at his own cost, take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the level crossing to himself and



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his employees, his sub-contractors and their employees, the staff of the PRASA and its maintenance and/or operating Contractor and to such other persons as the PRASA may permit, of whose identity the Contractor will be advised.

If ordered by the PRASA's maintenance and/or operating Contractor, the Contractor shall, at his own cost, appoint persons to control road traffic using any temporary level crossing. Such persons shall stop all road traffic when any approaching train is within 750 m of the level crossing and shall not allow the road traffic to proceed over the level crossing until the lines are clear.

## **ART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE**

### **ELECTRICAL EQUIPMENT**

#### **1 GENERAL**

- 1.1 This specification is based on the contents of Spoornet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract on request only. These instructions apply to all work near live high-voltage equipment maintained and/or operated by Transnet or PRASA'S maintenance contractor, and the onus rests on the Contractor to ensure that he obtains a copy.
- 1.2 The Contractor's attention is drawn in particular to the contents of Sections 1 and 2 of the publication ELECTRICAL SAFETY INSTRUCTIONS.
- 1.3 The publication ELECTRICAL SAFETY INSTRUCTIONS covers the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 1.4 This specification must be read in conjunction with and not in lieu of the publication ELECTRICAL SAFETY INSTRUCTIONS.
- 1.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.
- 1.6 The Contractor shall regard all high-voltage equipment as live unless a work permit is in force.
- 1.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of Transnet or

PRASA's maintenance contractor where this is necessary.

1.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

## **2. WORK ON BUILDINGS OR FIXED STRUCTURES**

2.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earthServices of any kind above ground level situated within 3 metres of live high voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.

2.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Services.

2.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

## **3. WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING AND/OR UNLOADING**

3.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely:-

(i) the floor level of trucks;

(ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and

(iii) walkways between coaches and locomotives.

When in these positions, no person may raise his hands or any equipment or material he is handling above his head.

3.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.

- 3.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc. should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.
- 3.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.
- 3.5 Where the conditions in clauses 3.1 to 3.3 above cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the relevant authority at the Contractor's costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the responsible Electrical Engineer in Transnet or PRASA'S maintenance contractor.

#### **4. USE OF EQUIPMENT**

##### **4.1 MEASURING TAPES AND DEVICES.**

- 4.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.
- 4.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.
- 4.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the senior responsible Electrical Engineer in Transnet or PRASA'S maintenance contractor, but these devices must not be used within 3 metres of live high-voltage equipment in rainy r wet conditions.
- 4.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 4.1.1 to 4.1.3 above are required.

##### **4.2 PORTABLE LADDERS.**

- 4.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage

equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

#### **4.3 SERVICES FROM INSULATED VEHICLES AND TRESTLE TROLLEYS.**

4.3.1 Where specially constructed insulated vehicles or trestle trolleys are available for use, authorised persons, category A, or a person issued with a letter of authority (clause 303.0 of the ELECTRICAL SAFETY INSTRUCTIONS) may be permitted to work from the top of such vehicles under “live” overhead track equipment.

### **5. CARRYING AND HANDLING MATERIAL AND EQUIPMENT**

5.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, shall be carried completely below head height near live high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.

5.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

5.3 The presence of overhead power lines shall always be considered, especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

### **6. PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.**

6.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:

(i) If the distance between the point at which the pole is to be erected or removed and the

nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.

- (ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.

6.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

6.3 The provisions of clauses 6.1 and 6.2 above shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

## **7. USE OF WATER**

7.1 No water shall be used in the form of a jet if it can make contact with any live high-voltage equipment or with any person working on such equipment.

## **8. USE OF CONSTRUCTION PLANT**

8.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

8.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.

8.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

8.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.

8.5 Clauses 8.1 to 8.4 above shall apply mutatis mutandis to the use of maintenance machines of any nature.

## **9. WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT**

9.1 If the Responsible Representative finds that the work cannot be done in safety with the high voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.

9.2 If a work permit is issued the Responsible Representative shall:

- (i) before commencement of work ensure that the limits within which work may be carried out have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands these limits.
- (ii) sign portion C of the permit before commencement of work;
- (iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;
- (iv) care for the safety of all persons under his control whilst work is in progress; and
- (v) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

## **10. TRACTION RETURN CIRCUITS IN RAILS**

10.1 Dangerous conditions can be created by removing or severing any bond.

10.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by an Authorised Person.

10.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Engineer at least 21 days written notice when removal of such bonds is necessary.

10.4 No work on the track, which involves interference with the traction return rail circuit, either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

## **11. BLASTING**

11.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. The Electrical Officer (Contracts) shall then decide whether it is necessary to have an Authorised Person in attendance during such operations.

11.2 The terms of clause 13 of SPK7/1 Part A or clause 15 of the SPK7/2 Part A, as applicable, shall be strictly adhered to.

## **12. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY TRANSNET OR PRASA'S MAINTENANCE CONTRACTOR**

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by Transnet or PRASA'S maintenance contractor, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and/or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes:

- (i) Equipment of Electricity Suppliers;
- (ii) the Contractor's own power supplies;
- (iii) Equipment being installed by, but not yet taken over from the Contractor, and
- (iii) Electrified Private Siding equipment.





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**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

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**ANNEXURE 3**

**PERFORMANCE BOND**

**PERFORMANCE GUARANTEE**

Guarantee Reference Number: \_\_\_\_\_

1. You have entered into a written contract with \_\_\_\_\_ **[insert the name and registration number of company and close corporation]** (the "**Applicant**") on \_\_\_\_\_ **[insert date]** (the "**Contract**") in terms of which the Applicant is required to furnish you with a performance guarantee for the maximum amount of R**[insert]** (**[insert amount in words]**).
2. We, \_\_\_\_\_ Bank, \_\_\_\_\_ registration number \_\_\_\_\_ **[insert address]** (the "**Bank**") hereby guarantees the payment to you on your first written demand of up to a maximum aggregate amount of R**[insert]** (**[insert amount in words]**) (the "**Guarantee Amount**") in the event that the Applicant fails to fulfil any of its obligations under the Contract.
3. The Bank's liability under this guarantee is principal in nature and is not subject to any agreement. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract or any other arrangements between the Applicant and yourself, whether oral or in writing.
4. The Bank will pay on written demand and will not determine the validity of the demand or become party to any claim or dispute of any nature which any party may allege.
5. Payment will only be made by the Bank against return of this original guarantee by you or your duly authorised agent.
6. This guarantee shall expire at 12:00 at the abovementioned office of the Bank on \_\_\_\_\_ **[insert the expiry date]** ("**Expiry**") and any claim and statement received hereunder must be received at this office before Expiry. After Expiry, this guarantee shall become null and void, whether returned to the Bank for cancellation or not and any claim or statement received after Expiry shall be ineffective.

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7. This guarantee is neither negotiable nor transferable and is restricted to the payment of a sum of money only and limited to the Guaranteed Amount.
8. With each payment by the Bank under this guarantee, the Bank's liability shall be reduced *pro rata*.
9. This guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts.
10. The Bank accepts that the Beneficiary's address reflected above is the Beneficiary's *domicilium citandi et executandi* for all purposes in connection with this guarantee.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

Witnesses:

1. \_\_\_\_\_ For: \_\_\_\_\_  
**BANK**  
Duly represented by  
Full Name:

2. \_\_\_\_\_ For: \_\_\_\_\_  
**BANK**  
Duly represented by  
Full Name:

## **RFP FORMS**

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**FORM A: INVITATION TO BID**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) - PRASA</b>					
BID NUMBER:	12/2023/CTN/INFRA	CLOSING DATE:	10 MAY 2024	CLOSING TIME:	12h00pm
DESCRIPTION	UPGRADE FIBER CAPACITY IN THE WESTERN CAPE REGION				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

1 Adderley Street  
METRORAIL SUPPLY CHAIN MANAGEMENT  
6<sup>TH</sup> FLOOR, ROOM 622A  
PROPNET BUILDING  
CAPE TOWN

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	YOLISWA MGENCE
TELEPHONE NUMBER	021) 449 3088
E-MAIL ADDRESS	<a href="mailto:yoliswa.mgenge@prasa.com">yoliswa.mgenge@prasa.com</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**



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**8 FORM B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.


**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**



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<b>Tender Number:12/2023 /CTN/INFRA</b>	

**FORM C: TENDER FORM (PRICING SCHEDULE)**

<b>CURRENT TENDER DETAILS</b>	
Request number:	<b>12/2023/CTN/INFRA</b>
Request for Tender:	<b>UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE REGION</b>

I / We \_\_\_\_\_  
(Insert Name of Tendering Entity)

of \_\_\_\_\_

(Full address)  
Conducting business under the style or title of:

Represented by: \_\_\_\_\_


in my capacity as: \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated \_\_\_\_\_, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called “the WORKS”) at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ (if any) and the documents listed in the accompanying schedule of tender documents for the sum of R

\_\_\_\_\_ (amount in words), (All

applicable taxes included)

- N.B.** (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.
- (ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.

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- (iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the PRASA to conform to the total amount.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should PRASA decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I / We accept that should PRASA accept my / our tender and issue me / us with the notice of acceptance, this tender and, if any, its covering letter and any subsequent exchange of correspondence together with the PRASA acceptance thereof, such acceptance shall be subject to a written contract to be concluded between the PRASA and me / us.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen’s Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the PRASA to do so within **7 (seven)** working days of notification by the PRASA that the contract documents are ready for signature.

I / We undertake to complete the whole of the WORKS within \_\_\_\_\_  
(in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the PRASA I / we shall pay to the PRASA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions or omissions shall not in any way prejudice the PRASA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the PRASA, but shall be granted only if I / we can prove to the reasonable satisfaction of the PRASA that the penalty is out of

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proportion to the prejudice suffered by the PRASA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until \_\_\_\_\_ **(a minimum period of 90 working days from closing date is required).**

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the PRASA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I / We undertake, in the event of my / our tender being accepted, to deposit with the PRASA as security for the due and proper completion of the WORKS, a Performance Bond issued by a South African registered Bank to the value of **ten (10) per cent** of the contract price (VAT inclusive).

I/ We declare that, being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any conflict between the letter that accompanies the tender or other relevant correspondence and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide PRASA with cause for cancellation.

THUS DONE and SIGNED at _____	
on this _____ day of _____	
<b>DULY AUTHORISED SIGNATORY(IES) WITNESSES</b>	
1. _____	1. _____
2. _____	2. _____

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**9 FORM D: SITE INSPECTION / PRE-TENDER BRIEFING SESSION**

Request number:	<b>12/2023/CTN/INFRA</b>
Request for Proposal:	<b>UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE REGION</b>

**Attendance**

This is to certify that \_\_\_\_\_ has / have today attended the site inspection / tender briefing session to which this enquiry relates.

THUS DONE and SIGNED at \_\_\_\_\_ on this  
\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ for / on behalf of PRASA

\_\_\_\_\_ Designation

**Acknowledgement**

This is to certify that the Bidder has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by the PRASA for the carrying out of the proposed WORKS to which the enquiry relates

THUS DONE and SIGNED at \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_

**DULY AUTHORISED SIGNATORY(IES)      WITNESSES**

- |    |       |    |       |
|----|-------|----|-------|
| 1. | _____ | 1. | _____ |
| 2. | _____ | 2. | _____ |
| 3. | _____ | 3. | _____ |

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**10 FORM E: STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY  
BIDDER**

**CURRENT TENDER DETAILS**

Request number:	<b>12/2023/CTN/INFRA</b>
Request for:	<b>UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE REGION</b>

**Bidders must state particulars of the works successfully carried out**

CLIENT	TEL. NUMBER	NATURE OF WORKS	VALUE OF WORKS FOR WHICH BIDDER WAS DIRECTLY RESPONSIBLE	CONTRACT/ PROJECT PERIOD

If the space provided above is insufficient for all the information, Bidder should furnish the information separately.

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**11 FORM F: SECURITY SCREENING FORM**

I/We the under-signed in my/our capacity as indicated below hereby declare that I/we do not have previous conviction/s or civil Judgment/s registered against my/our name/s. I further confirm that there is no criminal or civil proceeding pending or being instituted against me or the Institution. I also declare that there are no Criminal Investigations pending against me or the Institution.

**SECTION 1**

\*to be completed by the Bidder (Compulsory)

<b>Name of Company/Trust/Partnership</b>	<b>Registration number of Company/Trust No</b>
<b>Physical Address</b>	<b>Vat Registration Number</b>
<b>Name of Auditing Firm</b>	<b>Previous Name/s of Company</b>
<b>Contact no. (Land line)</b>	
<b>Name of Holding Company if any</b>	<b>Tender Number</b>
<b>Tax Number/PIN Number</b>	
	<b>Banking Details</b>
	Bank Name:
	Acc Number:
	Acc Holder:
	Branch Name:
	Branch Code:


**SECTION 2**

<b>Directors'/Trustees'/Partners' or Principals' Details</b>			
<b>Name &amp; Surname</b>	<b>Identity Number</b>	<b>Date of Appointment</b>	<b>Shares</b>
1.			
2.			
3.			
4.			

\*If the company has more than five directors/principals a list of all shareholders must be appended as Annexure "A"

**SECTION 3 Only applicable for the Security Providers**

<b>Name of Company/Trust/Partnership</b>	<b>PSIRA Registration Number</b>

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Please attach a letter of GOOD STANDING from PSIRA

**SECTION 4**

**Declaration of all Judgments (Directors & Company) and Outstanding Debt**

Director / Company	Reason for Judgment	Date of Judgment	Nature of Debt	Amount
1.				
2.				
3.				

**\*If more than five incidents are listed, attach a list as annexure "C"**

**SECTION 5**

I / We the under-mentioned in my / our capacity as indicated hereby declare that I am / we are not insolvent nor have been liquidated or any steps in this regard have been taken or are pending against me / us. I /We further declare that I/We have not been part of an entity which was liquidated in the last 5 years.

Full Name(s)	ID Number	Capacity	Signature
1.			
2.			
3.			

**SECTION 6**

**DECLARATION AND  
ACKNOWLEDGEMENT OF CONSENT**

I .....Declare that the information provided above is true and correct. I also consent that a security screening be conducted on the company/trust or partnership and directors.

Contact Person:.....

Tel no. ....

\_\_\_\_\_  
BIDDER'S DULY AUTHORISED SIGNATORY

\_\_\_\_\_  
Date

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**12 FORM- G: ACKNOWLEDGMENT**

I / We, as duly authorised to sign on behalf of the Tenderer, hereby certify that the information provided is true and correct. If information is found to be incorrect, PRASA may in addition to other remedies; blacklist the supplier in question, circulate and publicise the nature of the contravention to all potential users of the supplier (both in the public and private sectors).

THUS DONE and SIGNED at _____			
on this _____ day of _____			
	DULY AUTHORISED SIGNATORY(IES)	WITNESSES	
1.	_____	1.	_____
2.	_____	2.	_____
3.	_____	3.	_____



**13 SBD 4: BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.


Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **14 SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

**This document must be signed and submitted together with your bid**

### **INTRODUCTION**

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.

### **1 PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;

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- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor)and, therefore, does not involve the purchasing institution.

Bid number ..... Closing date:.....

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print).....

Date.....

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the 80/20 preference point system.
  - b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

**To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in

any manner required by the organ of state.

## **2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## **3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES**

### **3.3. POINTS AWARDED FOR PRICE**

#### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender



**3.4. FORMULA FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**3.4.1. POINTS AWARDED FOR PRICE**

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (c) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Acceptable Evidence	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>B-BBEE at least up to level 2</b>	<b>4</b>	<b>Certified</b> BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be acceptable)	
<b>51% BLACK OWNED</b>	<b>4</b>	CIPC Documents/ BBB-EE Certificate/Affidavit	
<b>51% BLACK YOUTH OWNED</b>	<b>4</b>	<b>Certified</b> copy of ID not older than 3 months	
<b>51% BLACK WOMEN OWNED</b>	<b>4</b>	<b>Certified</b> copy of ID not older than 3 months	
<b>EME OR QSE 51% BLACK OWNED</b>	<b>4</b>	Audited Annual Financial/BBB-EE Certificate/Affidavit	
<b>TOTAL</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium

**REQUEST FOR PROPOSAL (RFP) FOR THE  
UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE  
REGION**



**Tender Number:12/2023 /CTN/INFRA**

- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**REQUEST FOR PROPOSAL (RFP) FOR THE  
UPGRADE OF THE FIBER CAPACITY IN THE WESTERN CAPE  
REGION**



**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

**Tender Number:12/2023 /CTN/INFRA**

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....