

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
**BID NUMBER: 04/09/2022/GAU-(TEL)**



**ADVERTISEMENT: REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**

**BID NUMBER: 04/09/2022/GAU-(TEL)**

**CIDB GRADING OF 7 EP OR HIGHER**

<b>CLOSING DATE</b>	<b>15 December 2022</b>
<b>CLOSING TIME</b>	<b>12h00</b>
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>PASSENGER RAIL AGENCY OF SOUTH AFRICA SHOSHOLOZA JUNCTION, Ground FLOOR CNR LEYDS AND SIMMONDS BRAAMFONTEIN JOHANNESBURG</b>
<b>BIDDER NAME</b>	.....
<b>BID RETURN ADDRESS</b>	..... ..... ..... ..... ..... .....

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## **Disclaimer**

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

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

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

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

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

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

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

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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.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals if so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- Split the award of the contract between more than one Service Provider, should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or development considerations;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

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

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

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

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

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

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

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**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## **1 LIST OF ANNEXURES**

Draft Contract	Annexure 1
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## **2 ACRONYMS**

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

### **3 INTERPRETATION**

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

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

#### 4 DEFINITIONS

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

- 4.1 “Accounting Authority” means the Board of PRASA;
- 4.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 4.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 4.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 4.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 4.6 “Black Equity” means the voting equity held by Black People from time to time;
- 4.7 “Black People” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen ;
- 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 **15 December 2022 @ 12H00;**
- 4.15 “Project” means this project for the Appointment of a contractor for the Supply, Installation, Rehabilitation of Aerial Optic Fibre Network and Underground Optic Fibre Network for Telecommunication Infrastructure.
- 4.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and
- 4.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

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**SECTION 1  
NOTICE TO BIDDERS**

**1 INVITATION TO BID**

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

<b>BID DESCRIPTION</b>	APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FOR TELECOMMUNICATION INFRASTRUTURE
<b>BID ADVERT</b>	17 November 2022
<b>ISSUE DATE</b>	17 November 2022
<b>COLLECTION DATE DEADLINE (if applicable)</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 and also from Prasa website at <a href="http://www.prasa.com">www.prasa.com</a> With effect from 17 November 2022
<b>COMPULSORY BRIEFING SESSION DATE</b>	1 December 2022 @ 10H00
<b>COMPULSORY BRIEFING ADDRESS SESSION</b>	PRASA GNC 1961 R25, ESSELEN PARK TEMBISA 1626
<b>CLOSING DATE</b>	<b>15 December 2022 @ 12H00</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 Business 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>06 December 2022 @ 16h00</b>
<b>CLOSING DATE FOR RESPONSES</b>	<b>08 December 2022 @ 16h00</b>
<b>CONTACT PERSON</b>	<b>Maggie Tshenye</b>

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

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## **2 FORMAL BRIEFING**

A compulsory pre-proposal RFP briefing will be conducted on physically on the 1 December 2022, at 10H00. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

## **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 3 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 must be submitted to PRASA in a sealed envelope addressed as follows:  
The Secretariat / Tender Office

**RFP No:** 04/09/2022/GAU-(TEL)

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**Closing date and time:** 15 December 2022 @ 12H00

Closing address                      *[Refer to options in paragraph 5 below]*

## **5 DELIVERY INSTRUCTION FOR RFP**

### **Delivery of Bid**

The Bid envelopes must be deposited in the PRASA tender box which is located at the main entrance of the SHOSHOLOZA MEYL JUNCTION and must be addressed as follows:

THE SECRETARIAT / TENDER OFFICE

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METRORAIL ADJUDICATION COMMITTEE TENDER BOX  
PASSENGER RAIL AGENCY OF SOUTH AFRICA  
SHOSHOLOZA JUNCTION,  
6TH Ground FLOOR  
CNR LEYDS AND SIMMONDS  
BRAAMFONTEIN  
JOHANNESBURG

## **6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

As explained in more detail in the attached SBD 6.1 (BBBEE Preference Points Claim Form) in and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that PRASA will award “preference points” to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific codes (if applicable).

**Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent’s compliance with the B-BBEE requirements stipulated in this RFP (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.**

### **6.1 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, must state their intention to do so in their RFP submission. Such Respondents must 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 must 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 must 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.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by **SBD 6.1** [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.**

## 6.2 Subcontracting

As an organ of state, PRASA fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

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

A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid. Respondents are required to select suppliers to subcontract to from a list that PRASA will make available listing all suppliers registered on the approved database of National Treasury for the required goods/services in respect of the applicable designated groups.

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement must include a subcontracting agreement.

Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated. Respondents are responsible for all due diligence on their subcontractors.

Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where

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<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

a Respondent intends to subcontract with their subsidiary this must be declared in their bid response.

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Respondent and PRASA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

In terms of **SBD 6.1** of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

## **7 COMMUNICATION**

7.1 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 [Maggie.Tshenye@prasa.com](mailto:Maggie.Tshenye@prasa.com) before **16H00** on **06 December 2022**, substantially in the form set out in **Annexure 2** hereto.

7.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory 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.

7.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number [011] 013 0139 email [metrorailgptenders2@prasa.com](mailto:metrorailgptenders2@prasa.com) on any matter relating to its RFP Proposal.

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

7.5 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.

## **8 CONFIDENTIALITY**

8.1 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 must be obtained from PRASA.

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

## **9 INSTRUCTIONS FOR COMPLETING THE RFP**

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

- **Part A1:** Compliance Response and B-BBEE Response – Bidders must submit 1 original response and 1 copy.
- **Part A2:** Local Production and Content response (declaration documents: SBD 6.2 and Annexure C). Bidders must submit 1 original response and 1 copy.
- **Part B:** Technical or Functional Response (response to scope of work) – Bidders must submit 1 original response and 4 copies

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

- **Part C:** Financial Proposal [Form C and Bill of quantities (BOQ)] – Bidders must submit 1 original response and 1 copy
- **Volume 2** Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package 2, no pricing and pricing related information should be included in the Volume 1 envelop 1.

- 9.1 Bidders must submit 1 original response, 1 electronic copy and copies of each part as indicated above.
- 9.2 Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 9.3 Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 9.4 Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 9.5 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 must be neatly and functionally bound, preferably according to their different sections.
- 9.6 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.

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**



**BID NUMBER: 04/09/2022/GAU-(TEL)**

- 9.7 The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 9.8 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.
- 9.9 Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- 9.10 Responses to RFP must 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.
- 9.11 Response to RFP documents are to be submitted to the address specified in [paragraph 5](#) above, and Bidders must 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.
- 9.12 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.
- 9.13 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.
- 9.14 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of the evaluation.**

**10 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 November 2022
Briefing Session for Bidders	1 December 2022 @ 10H00

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**



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Closing date for Questions	06 December 2022 @ 16H00
Closing date for Responses	08 December 2022 @ 16H00
Closing Date for Submission of final Bid	15 December 2022 @ 12H00
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. Bidders will be informed of any amendments to the timeline through the issue of briefing notes.

**11 LEGAL COMPLIANCE**

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

Respondents must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of PRASA, be disqualified.

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.

**12 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:** \_\_\_\_\_.

**13 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.

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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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 16 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 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: \_\_\_\_\_.**

## 14 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 Appointment of a Contractor for the Supply, Installation, Rehabilitation of Aerial Optic Fibre Network and Underground Optic Fibre Network for Telecommunication Infrastructure.

The project aims to restore the Telecommunication infrastructure to enable the running of the train service using Electric Locomotives. The strategy will be to appoint a contractor for the Supply, Installation, Rehabilitation of Aerial Optic Fibre Network and Underground Optic Fibre Network for Telecommunication Infrastructure.

#### **2 OVERVIEW**

Refer to Annexure 3 below.

#### **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 AND AREAS OF FOCUS**

##### **4.1 SCOPE OF WORK FOR AERIAL OPTIC FIBRE NETWORK**

- 4.1.1** Pre-build survey for the entire corridors in line with the existing drawings.
- 4.1.2** Supply, installation, rehabilitation, testing and commissioning of 48 core single mode aerial optic fibre network cable ITU G652.D Dark fibre between Signals Equipment Rooms, Tickets Offices, Depots, PRASA Buildings and Substations from Germiston, Dunswart to Daveyton line.
- 4.1.3** Supply and install wooden poles 9m long.
- 4.1.4** Supply and install wooden pole suspension fittings.
- 4.1.5** Supply and install wooden termination fittings.
- 4.1.6** Supply and install wooden pole joint fittings.

- 4.1.7 The Contractor shall Apply wooden pole fire protector coating on wooden poles.
- 4.1.8 Supply and install Eco pole stay wire.
- 4.1.9 The contractor shall excavate and Supply concrete for the wooden poles 500mm (L) x 500mm (W)x 1200mm (Depth).
- 4.1.10 Supply and install wire tangent support.
- 4.1.11 Supply and install dead ends.
- 4.1.12 Supply and install dome joints.
- 4.1.13 Supply and install of the I-beam suspension brackets single and dual.
- 4.1.14 Supply and install suspension hooks.
- 4.1.15 Supply and install brick wall terminations and entry plate.
- 4.1.16 Supply and install 43 U 19inch cabinet at Signals Equipment Rooms, Tickets Offices, Depots, PRASA Buildings and Substations .
- 4.1.17 Supply and install 1U 19" rackmount 48 LC Splice tray rodent-free patch panel.
- 4.1.18 Supply and install brush panel 1U short base.
- 4.1.19 Supply and install duplex SM LC - LC mid-couplers.
- 4.1.20 Supply and install simples SM unjacketed LC pigtail 1M.
- 4.1.21 Supply and Install 3m steel cable tray with all accessories.
- 4.1.22 The Contractor shall perform Fusion splicing including all terminations and OTDR test.
- 4.1.23 The Contractor shall update an As built drawing for optic fibre network.
- 4.1.24 Rehabilitate, re-label, cable ties all the existing terminations points from Germiston to Daveyton line.

## **4.2 SCOPE OF WORK FOR UNDERGROUND OPTIC FIBRE NETWORK**

- 4.2.1 Pre-build survey for the entire corridors in line with the existing drawings.
- 4.2.2 Supply, install, test and commissioning of 48 core single mode underground micro fibre cable between Signals Equipment Rooms and Apparatus Rooms from Germiston, Dunswart to Daveyton line.
- 4.2.3 Supply, install and rehabilitation of four way micro ducts with accessories at the Signals Equipment Rooms and Apparatus Rooms from Germiston, Dunswart to Daveyton line.
- 4.2.4 Supply and Installation of Manholes.

- 4.2.5 The contractor shall excavate, Trenching of work 950mm x 400mm, Bedding and padding, supply of Concrete premix, warning tape, Backfilling the trench and Blowing of underground cables inside the ducts.
- 4.2.6 Supply and install 35U 19inch cabinet at the apparatus room.
- 4.2.7 Supply and installation of Steel duct.
- 4.2.8 Supply and install 1U 19" rackmount 48 LC Splice tray rodent free-patch panel.
- 4.2.9 Supply and install brush panel 1U short base.
- 4.2.10 Supply and install duplex SM LC - LC mid-couplers.
- 4.2.11 Supply and install simples SM unjacketed LC pigtail 1M.
- 4.2.12 The Contractor shall perform Fusion splicing and OTDR test.
- 4.2.13 The contractor shall provide training for installation of the underground fibre optic network.

**AERIAL OPTIC FIBRE CORRIDORS TO BE RECOVERED**

**Table 1**

<b>SITES &amp; CORRIDORS (AERIAL FIBRE)</b>	<b>NO OF SITES</b>	<b>AERIAL OFC</b>	<b>TERMINATIO N SLAG</b>	<b>TOTAL</b>
Germiston to Daveyton	26	33,11 KM	13,05 KM	46,16 KM
<b>TOTALS</b>	26	33,11 KM	13,05 KM	46,16 KM

**RE-SIGNALING UNDERGROUND FIBRE CORRIDORS TO BE RECOVERED**

**Table 2**

<b>SITES &amp; CORRIDORS (UNDERGROUND FIBER)</b>	<b>NO. SIGNALS EQUIPMENT ROOMS &amp; APPARATUS ROOM</b>	<b>UNDERGROUND OPTIC FIBRE CABLE</b>	<b>TERMINATION SLAG</b>	<b>TOTAL</b>
Germiston to Daveyton	18	33,111 KM	13,054 KM	46,165 KM

**4.3 DETAILS ON THE PREFERRED SOLUTION**

Source a contractor through Open Tender processes.

**4.4 TARGETED AREA BY THIS PROJECT**

Germiston to Daveyton line.

**4.5 EXTENT AND COVERAGE OF THE PROPOSED PROJECT**

The project will be implemented in the following infrastructure locations: Ticket offices, Electrical Sub-Station, Signals Equipment Rooms, Apparatus Rooms, Depots and PRASA Buildings.

**4.6 OTHER RELATED PROJECTS**

- i. SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FOR TELECOMMUNICATION INFRASTRUCTURE FROM **PRETORIA TO SAULSVILLE LINE.**
- ii. SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FOR TELECOMMUNICATION INFRASTRUCTURE FROM **PRETORIA TO KAALFONTEIN LINE.**
- iii. SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FOR TELECOMMUNICATION INFRASTRUCTURE FROM **LERALLA TO JOHANNESBURG LINE.**
- iv. SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FOR TELECOMMUNICATION INFRASTRUCTURE FROM **NALEDI TO JOHANNESBURG LINE.**

- v. SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FOR TELECOMMUNICATION INFRASTRUCTURE FROM **PRETORIA TO PIENAARSPORT LINE.**

## **1. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED**

### **5.1 TECHNICAL SPECIFICATIONS OF THE WORK OR PRODUCTS OR SERVICES REQUIRED FOR AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND FIBRE NETWORK.**

#### **5.1.1 OPTIC FIBRE SPECIFICATIONS**

The installation works and materials offered must comply with the following Specifications:

- 5.1.1.1** SPC-00033: Optical Fibre Testing Equipment
- 5.1.1.2** SPC-00575: Planning and Erection of Self-Supporting Optical Fibre Cable on Traction Masts.
- 5.1.1.3** SPC-00583: Optical Fibre Accessories
- 5.1.1.4** SPC-01242: Wooden Poles for OFC Installations
- 5.1.1.5** SPC-01279: Erection of Wooden Pole Routes
- 5.1.1.6** PRC-00106: Post installation Test for Optical Fibre Cables
- 5.1.1.7** PRC-00107: Pre-testing of Optical Fibre Cables on Drums
- 5.1.1.8** PRC-00112: Written Safe Working Procedures for Erection of ADSS OFC on AC/DC OHTE.
- 5.1.1.9** SPC-00029: Trenching, Laying and Hauling in of Communication Cables.
- 5.1.1.10** SPC-00587: Horizontal Directional Drilling
- 5.1.1.11** SPC-00588: Optical Fibre Cable Ducts
- 5.1.1.12** SPC-00589: Civil Engineering Works associated with Underground Telecom Plant.
- 5.1.1.13** SPC-00590: Working to Way leaves, Site Establishment, Safety and Local Authority Requirements

### **5.1.2 48 CORE SINGLE MODE OPTIC FIBRE CABLE FEATURES:**

- 5.1.2.1** Fibre Count: 48 Fibre Cores.
- 5.1.2.2** Fibre type: 9/125 um, Single Mode.
- 5.1.2.3** Number of Elements/ Tubes 4: 12 cores per tube.
- 5.1.2.4** Cable diameter: 12mm.
- 5.1.2.5** Cable weight: 105 kg/km.
- 5.1.2.6** Maximum installation load: 1300N.
- 5.1.2.7** Maximum working load: 1800N.
- 5.1.2.8** Maximum load (zero fibre strain): 3000N.
- 5.1.2.9** Ultimate tensile Strength: 13kN.
- 5.1.2.10** Minimum bend radius: 145 mm.
- 5.1.2.11** Crush resistance (via 100mm plates): 2500N.
- 5.1.2.12** Impact resistance (25mm anvil / 10 blows): 2 Nm blows.
- 5.1.2.13** Temperature performance: - 20 to 70°C.
- 5.1.2.14** Water penetration (3m cable, 1 m head of water): no leakage.
- 5.1.2.15** Drip test (300mm sample of loose tube @ 80°C): no leakage.
- 5.1.2.16** Cable Specification: ITU G.652.D.
- 5.1.2.17** Core size: 9.2 +- 0.4um (Mode field diameter @ 1310 nm), 10.3 + - 0.5um (Mode field diameter @ 1550 nm).
- 5.1.2.18** Cladding diameter: 125 um.
- 5.1.2.19** Primary coating diameter: 245 um.
- 5.1.2.20** Operating wavelength: 1310 nm and 1550 nm.

**5.1.2.21** Max. Attenuation: 0.37 dB/km.

**5.1.2.22** PMDQ: 0.2 PS/km<sup>2</sup>

### **5.1.3 PATCH LEADS REQUIREMENTS PACKAGE:**

**5.1.3.1** Insertion loss @ 1310 nm and 1550 nm (Single mode).

**5.1.3.2** Return loss @ 1310 nm and 1550 nm (Single mode).

**5.1.3.3** Unique serial number

**5.1.3.4** Product description.

**5.1.3.5** Order number.

**5.1.3.6** Date tested.

**5.1.3.7** Length of tail or patch-lead.

**5.1.3.8** Type of connector.

**5.1.3.9** Type of fibre (e.g., 1310/1550 nm single modes).

**5.1.3.10** The rubber boot of the connector can be blue for 0° flush-polished connectors and green for 8° angle polished connectors.

**5.1.3.11** A unique identification mark (color or number) must be applied to either end of Patched-leads to assist with identification of patched-leads in densely populated ODF's or termination cabinet.

**5.1.3.12** The A and B leg of Duplex Patch lead must be identified.

### **5.1.4 AERIAL OPTIC FIBRE CABLE TYPE:**

**5.1.4.1** Only 9/125 um coated optical fibre single mode must be used as per ITU G.652.D recommendations.

**5.1.4.2** The fibre types used must be easily strippable and comply with customer

specifications for single mode optical fibre.

#### **5.1.5 OUTER SHEATH:**

- 5.1.5.1** The outer jacket material must be uniformly sheathed with PVC Type TM1 or alternatively with LSZH (when specified).
- 5.1.5.2** The sheath must have a minimum thickness of 0; 5 mm and the overall diameter must be 1, 6 mm +0, 2 mm.
- 5.1.5.3** The sheath must be yellow for single mode (SM) and orange for multi-mode (MM).
- 5.1.5.4** The sheath must be easily strippable from the cable.

#### **5.1.6 OTHER OPTICAL FIBRE ACCESSORIES:**

- 5.1.6.1** Pigtails (ruggedized and un-ruggedized).
- 5.1.6.2** Mid-Coupler (Mid alignment sleeves).
- 5.1.6.3** Patch cords with Connectors.
- 5.1.6.4** ODF's (Optical distribution sub racks)
- 5.1.6.5** ODF's (Optical distribution Main Frames)
- 5.1.6.6** Splice protectors
- 5.1.6.7** Joint closures with splice organizers.
- 5.1.6.8** Duplex patch-leads must be offered.
- 5.1.6.9** Cable ties
- 5.1.6.10** Screws
- 5.1.6.11** Heat Shrink

#### **5.1.7 DUST CAPS:**

**2.**

- 5.1.7.1** Each E-2000 (or otherwise specified) connector or mid-coupler supplied must be fitted with an integrated dust cap to protect the end face from dust and scratches.
- 5.1.7.2** The E-2000 (or otherwise specified) dust cap must be spring loaded to ensure positive closure when not mated and constructed of a material to protect users from laser radiation.
- 5.1.7.3** Dust caps for other connectors and mid-couplers must comply with the

requirements of this specification.

**5.1.7.4** Dust caps must be color coded to differentiate between single mode and multi-mode units as well as angle and flush polished.

**5.1.8 MID-COUPLER (BULKHEAD):**

**5.1.8.1** Single mode mid-couplers must have a ceramic alignment sleeve with a yellow insert for identification purposes.

**5.1.8.2** Mid-coupler offered must have a self-secured clip that can easily connect onto the coupling plate supplied by the optical distribution frame or rack.

**5.1.8.3** The color coding must be green for 8" angle polished mid-couplers, LC type.

**5.1.9 CONNECTORS:**

**5.1.9.1** This specification generally specifies the (angle polished connector) APC E2000 connectors.

**5.1.9.2** All connectors must consist of a ceramic ferrule and strain relief boot.

**5.1.9.3** All connectors must withstand the mechanical tests covered in this specification.

**5.1.9.4** A heat-cured epoxy must be used on all connectors.

**5.1.9.5** Isopropyl alcohol together with lint free tissue will be used for cleaning connectors.

**5.1.9.6** Assemblies must be inert to cleaning with this fluid.

**5.1.10 SPLICE PROTECTORS:**

<b>Technical Specifications</b>	
Application Type:	Single Fiber 250µm
Compatibility:	Most splice trays, ovens and coated fibers
Outer Material:	Cross-linked Polyolefin Heat Shrinkable Tubing +135°C MIL Spec. UL224 Approved YDPU2.E467437 & SAE-AMS-DTL-23053/5 Class 2

Inner Material:	Hot-melt adhesive Ethylene Vinyl Acetate (EVA) Copolymer
Reinforcing Pin:	Stainless Steel 302 BS 2056 with polished and rounded edges
Colours:	Clear for easy visual inspection
Splice Operating Temperature:	-40°C to +70°C (Heat shrink outer rated at -55°C to +135°C)*
Storage Temperature:	-40°C to +70°C
Package Quantity:	Bags of 50. Labelled over bag of 1,000

**5.1.10.1** The length of splice protectors offered must be 60 mm.

**5.1.11 JOINT CLOSURE WITH SPLICE ORGANIZER:**

**5.1.11.1** All closures must be re-enterable designed to protect splices and bare fiber from environmental and mechanical damage.

**5.1.11.2** Closures must be available in following sizes and designed to accommodate splice organizers for a minimum of 48, 96, 144 and 288 splices.

**5.1.11.3** All closures must be designed with 6 cable entry ports.

**5.1.11.4** At least one entry port must be oval or be able to do a "loop through" facility with minimal fiber splices.

**5.1.11.5** All cable entry ports must be sealed off and will only be opened when required.

**5.1.11.6** The closure must be suitable to simultaneously accommodate conventional cables as well as micro-tubes and micro cables.

**5.1.11.7** Every component of the closure and organizer must be corrosion proof.

**5.1.11.8** All closures must be UV stabilized for outdoor installation.

**5.1.12 INSERTION LOSS:**

**5.1.12.1** The insertion loss throughout the range 1260 nm and 1558 nm must not be greater than.

Type connector 1	Specification
Single mode 0° PC	0.3Db
Single mode 8° PC	0.3dB

**5.1.13 RETURN LOSS:**

**5.1.13.1** The return loss throughout the range 1260 nm and 1580 nm must not be greater than or equal to:

Type connector	Specification
Single mode 0° FC-PC	45dB
Single mode 8° APC	70dB

**5.1.14 A4 E-2000APC SPECIFICATIONS**

Item	Parameter
Strain Relief	100N
Operating Temperature	-25° to 70° Celsius conditioned by the table
Durability	Min 1000 cycles
Assembly procedure	Epoxy and polished
Connection	Physical contact
Lock mechanism	Snap-on
Standard	En186-27/cecc86 275-801/802/IEC 61 754-15
Ferrule Materials	Full ceramic zirconia
Connector Material	UL 94-VO

**5.1.15 GENERAL PRECAUTIONS:**

**5.1.15.1** All tests must be conducted between 20 °C. and 25 °C.

- 5.1.15.2** For convenience, the optical measurements are performed on cable terminated at both ends.
- 5.1.15.3** On completion of the measurements, the cable may be cut to provide two optical terminations (pigtail).
- 5.1.15.4** Test methods must comply with specification IEC 60874.
- 5.1.15.5** If equipment or test methods used are other than those specified above, prior permission must be obtained from PRASA responsible person.

#### **5.1.16 MEASUREMENT SYSTEM:**

- 5.1.16.1** The source and power meter combination must be stable to within  $+0,05$  dB over a period sufficiently long to enable measurement to be completed.
- 5.1.16.2** The source must consist of a 1310 nm and 1550 nm laser (+20 nm) for Single mode and at 850 nm and 1300 nm LED for Multi-mode testing.

#### **5.1.17 MASTER CORD:**

- 5.1.17.1** A master cord must be used specifically for the purpose of measuring insertion loss and return loss.
- 5.1.17.2** It must employ the same connector as the one to be tested and must have a core eccentricity of less than 0,5  $\mu$ m.
- 5.1.17.3** The error vector must be within 1130 degrees from the alignment key vector.
- 5.1.17.4** The ferrule end face must be of the APC/PC type.

#### **5.1.18 43U 19INCH RACK CABINET**

<b>Rack Height 43U</b>	<b>600 X 600 mm</b>
Net Weight	103.2 kg
Maximum Height	2120 mm
Maximum Width	600 mm
Maximum Depth	600 mm
Shipping Weight	133.2 Kg
Shipping Height	2150 mm
Shipping Width	630 mm
Shipping Depth	630 mm
Weight Capacity (Static Load)	1363.64 kg
Weight Capacity (Dynamic Load)	1022.73 kg
Minimum Mounting Depth	262.00 mm
Maximum Mounting Depth	450 mm
Colour	Black or Gold

### 5.1.19 TRENCHING

- 5.1.19.1** In general, the main cable trench shall be 4 m from the first line (Track). Attention is drawn to the fact that where there is any existing communication cable, this cable shall generally be within 2,5 metres from the first line (Track). unless specified otherwise.
- 5.1.19.2** The Trenching shall be on the property of PRASA between the fence line and the track formation, 4.0 meters away from the center line of the nearest track. The exact location shall be decided during site inspections.
- 5.1.19.3** No indiscriminate spoiling of material/ ballast is permitted.
- 5.1.19.4** The tendered rate must include the removal of surplus or unsuitable materials to be spoiled at a site provided by the Contractor, away from the rail as to prevent further contamination of ballast.
- 5.1.19.5** Ballast, if disturbed on constricted areas, next to the bridge, must be left clean without contamination of soil and packed to its original package.
- 5.1.19.6** Under no circumstances shall the cable trench be as the crow flies. All main or tail cable trenches must be at a straight line and any change of angle must be at 90 °, exception must be given by the Project manager in charge as the Optic Fibre cannot bend at 90 °.

- 5.1.19.7** Generally, the depth of the trench shall be 950 mm minimum unless otherwise specified. The depth of a trench crossing a service road must be at 950 mm minimum.
- 5.1.19.8** Where a trench depth of 950 mm cannot be attained, the Project manager of PRASA is empowered to authorise relaxation to a minimum to 700mm, provided the cables are protected by a layer of concrete cover and confirmation thereof has to be obtained in writing by means of a legible site instruction. Special arrangements (e.g. pouring of concrete, GI pipes etc.) can be agreed upon in writing where high risk or other circumstances require it.
- 5.1.19.9** When using concrete, always ensure the strength of the concrete is 30Mpa and the height of the concrete should be 300mm above the cables.
- 5.1.19.10** Spacers made from polystyrene of 60mm diameter, 350mm long will be installed every 300mm apart must be installed in bottom of trench before cable installation to insure the concrete bind to the cable from below.
- 5.1.19.11** The depth of all cable trenches on formations shall be at 950 mm depth and the cables must, due to re-attain specified formation compaction, be protected by a layer of concrete.
- 5.1.19.12** The contractor shall scan for possible live cables and or water pipes underground, prior to excavation.
- 5.1.19.13** Trenching must be done by hands, except where there are no cables or where minimum depth can not be reached, then machinery and other tools may be used (excluding TLB). This must be approved by the PRASA Project manager.
- 5.1.19.14** Where due to the terrain, trenching is not possible, the use of galvanised steel ducting must be used and the cables inside ducting as well as the ends must be secured with 30Mpa concrete 300mm x 300mm x 950mm depth.
- 5.1.19.15** Where the trench is being excavated in uneven ground, reasonably long sections of consistent grading shall be dug rather than following every undulation of the ground.
- 5.1.19.16** Trenching is not permitted up and down the slopes of banks or cuttings. In such cases, galvanised steel piping must be used, and the method adopted must be discussed and approved in writing by the client. The ends must be secured with 30Mpa concrete 300mm x 300mm x 950mm deep.
- 5.1.19.17** The bottom of the trench shall be compacted and smoothed with a view to obviating voids forming under the cable.

**5.1.19.18** All outdoor cables shall be laid on fine soil, to be supplied by the contractor, or fine soil passed through a 5 mm riddle. The bottom of the trench shall thus be covered with a 60mm - 70 mm layer of fine soil.

## **5.1.20 HANDLING AND LAYING OF CABLES**

**5.1.20.1** Before the commencement of any cable-laying, the trench must be inspected and approved by the Project manager.

**5.1.20.2** It must be emphasised that special care shall be taken in handling of cables and under no circumstances must the cable be dragged or the PVC sheath damaged.

**5.1.20.3** No direct laying will be permitted.

**5.1.20.4** Cable shall not be laid in ash and mine sand, unless it is surrounded at least by 300 mm of fine sand soil, and the trench depth is 950mm.

**5.1.20.5** At each signalling equipment room, apparatus room , 3 metres of cable slack must be provided unless otherwise specified.

**5.1.20.6** If the signalling equipment room, apparatus room is not yet in position, the cable ends must be properly sealed, and then coiled and buried.

**5.1.20.7** Each cable must be identified by a PVC, aluminium or lead strap which is tied around the cable at each end which is inscribed with the cable size and number as per the approved cable plan the same time when the cable is installed. (The labels need to be prepared and checked upfront.)

**5.1.20.8** Where cables are to be joined, 3 metres of overlap (1,5 metre per cable) must be provided.

**5.1.20.9** Power cables and signalling/ telecommunication cables must be separated as far as possible, with the power cables on the one side of the trench and the other cables on the other side of the trench.

## **5.1.21 BACKFILLING OF TRENCHES**

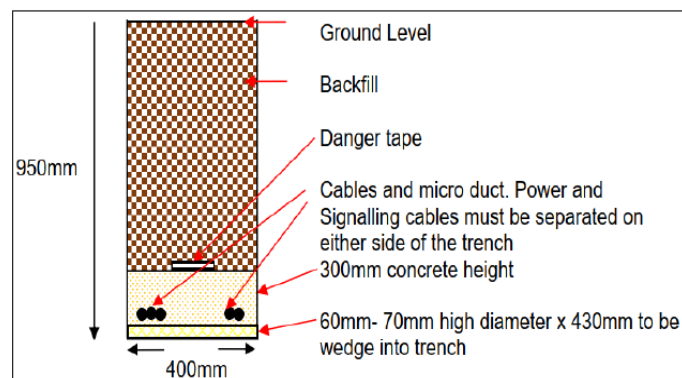
**5.1.21.1** Before the commencement of any backfilling, and after cables have been laid; the trench must be inspected and approved by the Project manager.

**5.1.21.2** Should the contractor lay cable or backfill the trench without the inspection by PRASA Project manager, as stipulated in clause 5.1.21.1 , the Client reserves the right to request the contractor to re-open the trench and/or remove the cable,

as the case may be, so that inspection may be carried out. Such re-opening of the trench and/or removal of the cable shall be for the contractor’s account and he shall be liable for any damage done to the cable during the re-opening of the trench.

**5.1.21.3** On completion of the laying of cables or pipes in trenches the latter shall be filled and compacted to the level of the ground or earthworks before trenching was commenced. When backfilling, an initial layer of 300 mm shall be compacted where after a “Danger Tape” indicating electrical cables below must be installed before commencing with any further backfilling. Thereafter layers not exceeding 300 mm in loose thickness shall be compacted.

**5.1.21.4** Compaction shall be carried out by a mechanical rammer or other approved power tool to the minimum dry density in layers of 300mm hereinafter specified. Where necessary water shall be added to obtain the specified compacted density. Each layer shall be completed before the next layer is commenced. The contractor shall be responsible for ensuring that no damage is caused to the cables or pipes from the filling and compaction and shall take such steps as are necessary to prevent any such damage.



**Figure 27: Trench and cable installation**

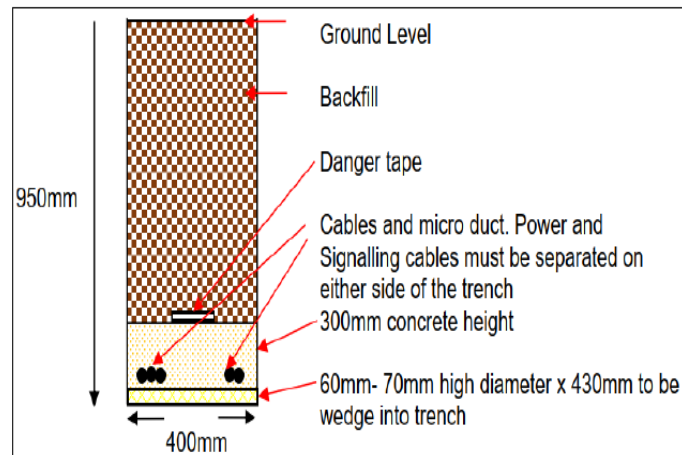
**5.1.22 CONCRETING OF COMMUNICATION AND POWER CABLES**

**5.1.22.1** The trench size is not affected by this solution. The trench shall remain 950mm x 400mm wide, unless further concessions are requested.

**5.1.22.2** The cables are required to be raised by at least 70mm from the trench floor. The method of raising the cables from the floor can be done in the following ways due to the supply available:

**5.1.22.2.1** Polystyrene blocks with an outside diameter of not less than 60mm and no more than 70mm.

**5.1.22.2.2** Polystyrene blocks (as used in civil slab and form work) these must have the two short sides 60mm with the length 350mm in dimension.



**Figure 28: Section view of trench with cables concreted**

**5.1.22.3** The contractor shall be responsible for ensuring that no damage is caused to the cables or pipes from the filling and compaction of concrete and shall take such steps as are necessary to prevent any such damage.

### **5.1.23 REINSTATEMENT**

**5.1.23.1** The compacted surface must be cleaned of any remaining material. The surface should be raked; and all additional material must be removed from site.

### **5.1.24 ROUTE LAYOUT**

**5.1.24.1** The route should be laid out in such a manner that the standard duct length (1000 meters) can be used with minimal wastage. Manholes should therefore not be placed more than 950 meters apart. At least 3 meters of duct slag should

be left at the position where the manhole will be built; only after this construction is done can it be cut to length. All un-used ducts must overlap inside the manhole; to be jointed at a later stage.

**5.1.25 T-OFF POINT FROM MAIN ROUTE**

**5.1.25.1** Under no circumstance must this route be deviated above ground. The same trenching methods must be adhered to up to the first line (track), only then must the crossing under the rail comply with the stander under rail crossing specification. The contractors to obtain necessary permission from the local **Per-way** office prior to construction under the rail.

**5.1.25.2** All routes must enter the building underground. If not possible due to construction restraints (possible damage to foundation est.) can the contractor apply to secure the final entry on the outside of the building.

**5.1.25.3** Should this route be used as a redundant route, must the contractor ensure that the entry point to the building of two routs be kept apart as far as possible.

**5.1.26 MANHOLE SPECIFICATIONS**

**DIMENSIONS**

**5.1.26.1** Manholes shall be designed and built as per site conditions.

The following dimensions shall apply:

Dimension	Ideal / Standard	Reduced Size Manholes	
		Minimum	Maximum*
Length (mm) – excl walls	1000	600	1000*
Width (mm) – excl walls	1000	600	1000*
Depth (mm) – excl base and cover	800	400	800*
Wall Thickness (mm)		Approx. 220 mm	
Base Thickness (mm)	150	145	155

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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Roof Thickness (mm)	See Clause 4.3 frames and covers
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\*Maximums on all dimensions may be exceeded based on specific requirements such as:

**5.1.26.2** Trench depth variations i.e., moving from a shallower trench to a deeper trench such as sections on slopes

**5.1.26.3** Nodal points require several splice closures

**5.1.26.4** The manhole must be fiberglass and fire resistant.

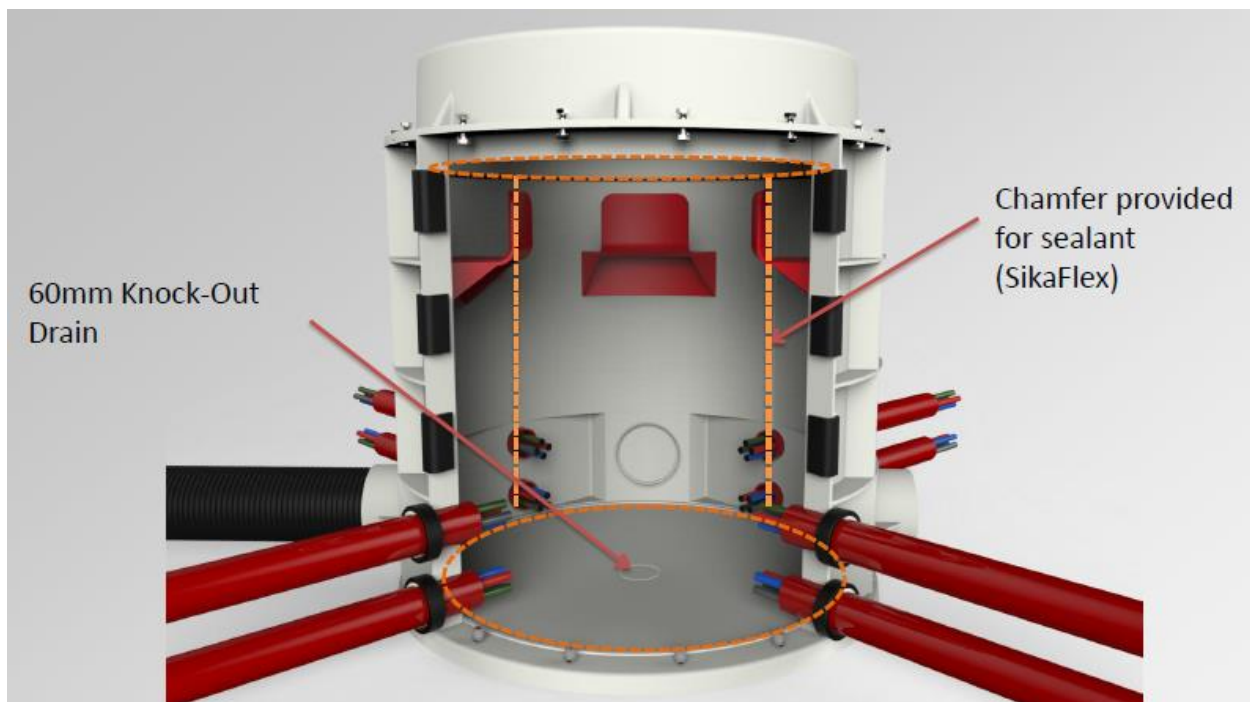
### **5.1.27 DRAWINGS AND DESCRIPTIONS**

**5.1.27.1** The Contractor shall ensure quality assurance and provide certificate for tested products.

**5.1.27.2** There should be no or minimal metal content including locking mechanism.

**5.1.27.3** The contractor shall provide RFID tagging for automatic GPS positioning of manholes.

**5.1.27.4** Manholes should be of High security solution with impact resilience.



#### TOP SURFACE/FINISH

- 5.1.27.5** Any completed manhole shall have the top surface leveled with the adjacent ground more especially for manholes on walkways and services roads with permanent markings.

#### FRAMES AND COVERS

- 5.1.27.6** Manhole Cover material: UV stabilised SMC - 30% glass fibre content.
- 5.1.27.7** Frame material: UV stabilised SMC - 30% glass fibre content Additional components: UV stabilised SMC - 30% glass fibre content
- 5.1.27.8** Covers and frames shall be load tested to specifications as set by the SABS. This test shall be done by the supplier / manufacturer and a test report shall be provided.
- 5.1.27.9** Cover shall have a secure locking system with a key system dedicated to PRASA.

#### DEPTH OF INSERTION

**5.1.27.10** The depth of insertion of the manhole cover is 30mm. This depth of insertion is allowed by EN-124 if the lid is secured with a locking device.

#### **SEATING**

**5.1.27.11** The manhole cover is fitted with a vibration damping material of 70 Shore A hardness. This ensures stability and quietness in use.

#### **SECURING**

**5.1.27.12** The manhole cover should be designed to be used in combination with a padlock and mechanical locking solution.

#### **SURFACE CONDITION**

**5.1.27.13** The upper surface of the lid is manufactured to be flat within a tolerance of 1% of the clear opening. A raised non-slip pattern with a surface area of 65% of the total surface area is pre moulded onto the lid.

#### **LATCH ASSEMBLY**

**5.1.27.14** The latch and spindle assembly is designed to stay fully in tact when hit 20 times with a 4pound hammer using a 16mm x200mm long hardened steel rod as a chisel.

#### **ALIGNMENT PIN MOUNTING AREA**

**5.1.27.15** The alignment pin fixing area is designed to stay fully intact when the lid is sequentially dropped from the following heights onto the protruding point of the pin. 200mm, 300mm, 400mm, 500mm.

#### **5.1.28 UNDERGROUND OPTIC FIBRE CABLE TYPE:**

**5.1.28.1** Micro optic fibre single mode must be used as per ITU G.652.D recommendations.

**5.1.28.2** The fibre types used must be easily strippable and comply with customer specifications for single mode optical fibre.

#### **5.1.29 UNDERGROUND DUCT**

### 5.1.29.1 PRIMARY TUBES

<b>Technical Specifications</b>	
Material density	>0.940g / cm <sup>3</sup>
Melt flow index 190°C/5kg	0.35g /0 10min
Tensile Yield	>23 MPa
Ultimate Tensile	>36 MPa
Outside diameter	12.0mm +/- 0.1
Wall thickness	1.0mm +0 -0.1
Crush resistance	200N applied to a 150mm length of duct for 1 minute. After 1 minute recovery a 8.5mm ball shall pass freely through the duct
Tensile performance	Min 520N at yield
Ovality	≤2% in production and ≤5% when uncoiled
Pressure test	No leakage @ 12bar for 5 Minutes
Heat reversion	≤3%
Ball testing	A 8.5mm ball shall pass freely through each duct
Internal coefficient of friction	≤0.1
ESCR	50°C, min 168h
UV resistance	Outdoor storage for a maximum of one year
Colour	(1) red, (2) yellow, (3) green, and (4) blue, or as specified by the Customer
Kinking	Bent between two parallel plates 144mm for 10 minutes

### 5.1.29.2 PROTECTED ASSEMBLY

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<b>Technical Specifications</b>	
Material density	>0.940g / cm <sup>3</sup>
Melt flow index 190°C/5kg	0.35g / 10min
Tensile Yield	>23 MPa
Ultimate Tensile	>36 MPa
Thickness	1.70mm +0.3 -0.3
Ball testing	A 7.0mm ball shall pass freely through each duct
Crush resistance	1000N applied to a 150mm length of duct for 1 minute. After 1 minute recovery a 8.5mm ball shall pass freely through each duct.
ESCR	50°C, min 168h
Marking	Manufacturer, nominal size, batch code & sequential meter marking
Storage Temperature	-20°C to + 60°C
Bending	Bent on a Ø750mm jig without Kinking
Coil set	50m sample laid out straight, no bends, kinks, or deformation
UV resistance	Outdoor storage for a maximum of one year
Impact	200mm sample conditioned for 3hrs @ 10°C, 6.5 Joule impact, head Ø50mm. No permanent damage or deformation of the inner surface
Colour	To be specified by the customer

2

## **5.2 TO BE PROVIDED BY THE CONTRACTOR**

**5.2.1** Site books (each in triplicate) to record All incidents as well as the progress of work during the occupation.

- 5.2.2** All instructions pertaining to the technical details of the work being performed at that time.
- 5.2.3** Upon appointment, the contractor shall supply machinery, equipment, material, labour and consumables, etc. necessary for the undertaking and completion of the works to satisfaction of the client.
- 5.2.4** The client will require conformance documentation for each item of material procured by the contractor for installation used in this contract prior to the installation.
- 5.2.5** Any damage caused to the property of PRASA will be for the contractor's account.
- 5.2.6** Before commencing construction in any area, the contractor shall verify the positions of services. Where any underground services are shown on the drawings, the contractor shall have the equipment available on site for as long as is necessary to detect and locate such services and, if so ordered, he or she shall excavate by hand to expose such services in areas and in a manner and at a time agreed upon with the Project manager.
- 5.2.7** Protection of cables- Before any excavations take place near identified service cables, the contractor shall contact the Project manager. The contractor shall advise the Project manager at least 7 days in advance of the actual date on which to excavate near any cable. The contractor shall not use mechanical equipment to excavate within 3m of the estimated position of identified cable and shall, if necessary, expose the cable by means of hand excavation carried out under proper supervision.

### **5.3 QUALITY ASSURANCE**

- 5.3.1** Contractors shall submit descriptive literature consisting of detailed technical specifications, constructional details, and principal dimensions, together with clear illustrations of the material offered.
- 5.3.2** Contractors shall submit material type test certificates for material to be supplied and used in this contract. These shall be in English.

**5.3.3** The Project Manager shall be notified timeously for inspection of material before it is delivered to site.

**5.3.4** Testing and commissioning schedules shall be provided for all material provided under this contract.

## **5.4 GUARANTEES AND DEFECTS**

**5.4.1** The works shall be guaranteed for a period of 12 months commencing from the date of commissioning or hand over to Metrorail whichever comes first.

**5.4.2** The contractor shall be responsible for guarantees and maintenance-on-guarantees of the equipment, materials and labour.

**5.4.3** The contractor shall rectify defects that may arise during the guarantee period within 7 days of being notified by PRASA.

**5.4.4** Should the Contractor fail to comply with the requirements stipulated above, Metrorail shall be entitled to undertake the necessary repairs of work or effect replacement of defects apparatus or material and the contractor shall reimburse the client the total cost of such repair or replacement, including labour costs incurred in replacing defective apparatus or materials.

**5.4.5** PRASA shall issue a completion certificate indicating the completion date.

## **5.5 GENERAL**

**5.5.1** Should any claim arise due to damage caused by any action of work by the Contractor to property of PRASA and his employees or any other person/s, the Contractor shall be held liable to settle such claims at his own cost.

**5.5.2** The contractor shall provide transport, equipment, tools, consumables, supervision, protection, and labour necessary to successfully complete the contract.

- 5.5.3** The contractor to provide two technicians, one technician for aerial optic fibre and the other technician for underground optic fibre project.

## **5.6 SAFETY: HEALTH, SAFETY AND ENVIRONMENT**

- 5.6.1** All work in this contract shall comply with the Occupational Safety Act No 85 of 1993, National Environmental management Act 107 of 1997 Act and construction regulation 2014. These items shall all be included in the tendered rates.
- 5.6.2** A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.
- 5.6.3** The Contractor shall comply with all applicable legislation and PRASA's safety requirements adopted from time to time and instructed by the Project Manager. Such compliance shall be entirely at the contractor's cost and shall be deemed to have been allowed for in the rates or total prices in the contract.
- 5.6.4** The Contractor shall report all incidents in writing to the Project Manager. Any incident resulting in the death of or injury to any person on the works shall be reported within 1 hour of its occurrence and any other incident shall be reported within 24 hours of its occurrence.
- 5.6.5** All personnel employed by the Contractor shall have undergone a Health and Safety Induction.
- 5.6.6** Permits to work (in line with Covid-19 regulations) shall be issued at the cost of the contractor to all personnel on that shall be signed and stamped by the authorized PRASA Official responsible for Risk Management.
- 5.6.7** The contractor shall ensure that all Covid 19 protocols are adhered to.
- 5.6.8** The Contractor shall make necessary arrangements for sanitation, water, and electricity at these relevant sites during the installation of the equipment.
- 5.6.9** The safety file will be approved only after all the requirements on the checklist are met. **WITS\_LIB/RISK\_MGT/SHE** File Checklist (version 3) is attached in this regard.

**5.6.10** The contractor shall be responsible for the safety of personnel on site. The following shall also form part of the safety plan:

- Transportation of equipment and personnel.
- Transportation, storage, and handling of hazardous equipment
- The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.

## **5.7 PAYMENTS CERTIFICATES**

- 5.7.1** On or about the fifteenth day of each month, the Employer shall make either a progress measurement or an estimate of the work done, including any duly authorised alteration, extra, addition or omission.
- 5.7.2** On or about the fifteenth day of each month, the Contractor shall submit to the Employer a detailed list of material which has been properly provided and brought on the Site by him for permanent incorporation in the Works but not yet incorporated, accompanied by a written declaration signed by the Contractor certifying that the said material has been brought on to the Site for the particular work and shall not be removed therefrom. The Employer shall check the list of material and place a valuation thereon.
- 5.7.3** Thereafter the Employer shall within 14 Business Days issue a certificate authorising payment (“Payment Certificate”) of such sum of money as he may consider represents the value of the work referred to in clause 5.7.1 hereof plus ninety per cent of the valuation placed on the material in terms of clause 5.7.2.
- 5.7.4** The Contractor shall be entitled to receive payment of the amount authorised in the Payment Certificate. Such payment shall be regarded as an open payment and both certificate and payment shall be subject to revision and adjustment in subsequent certificates by the Employer if at any time he is of the opinion that the certificate does not represent accurately –

**5.7.4.1** the proportion or value of work completed, and/or

**5.7.4.2** the quantity or value of material involved,

having regard to the remaining portion of the works still to be executed by the Contractor. If there is a need for such revision and adjustment, such revision and adjustment shall be reflected as such in subsequent certificates.

**5.7.5** The Payment Certificate in respect of any work referred to in clause 5.7.1 hereof, or of any material referred to in clause 5.7.2 hereof, shall not imply acceptance of the work or of the material and shall not prejudice the right of the Employer to reject work or material not in accordance with the contract, nor the right of Employer to recover any amounts paid to the Contractor in respect of such rejected work or material.

**5.7.6** Where disputes, arbitrations or claims have not been settled, the Employer shall, within six weeks after expiry of the maintenance period(s) or completion of the making good, whichever is the later, issue a certificate authorising payment of all money due for completed work and payment of all security as is then held by Employer, after deducting therefrom –

**5.7.6.1** any money due by the Contractor to Employer;

**5.7.6.2** an amount which, in the opinion of the Employer is sufficient to cover any pending or outstanding claims and any expenses likely to be incurred in connection therewith;

**5.7.6.3** any money or portion thereof, at the discretion of the Employer, due for completed work for which rates have not been mutually agreed upon between the Employer and the Contractor.

**5.7.7** Further Payment Certificates may be issued in respect of money withheld in terms of clause 5.7.6.1 and 5.7.6.3 hereof as the outstanding claims are settled and agreement on rates is reached.

**5.7.8** The Employer shall, within six weeks after the settlement of all disputes or arbitration awards or after expiry of the defects period and completion of the making good (defects liability), whichever is the later, submit for the approval of the Employer, a

final certificate which, after approval by the latter, shall be issued, thereby certifying both the final completion of the Works and the amount due to the Contractor, after deducting any money then due by the Contractor to the Employer.

- 5.7.9** The Employer shall send the final Payment Certificate, after approval, to the Contractor who, by countersigning the final Payment Certificate, shall certify his acceptance of the amount shown due to him as being full and final payment.
- 5.7.10** Within 6 (six) weeks after the receipt of the Contractor's Final Approval Certificate, the Employer will remit to the Contractor the balance of all money so due under the contract in terms of the final certificate.
- 5.7.11** Where the Contractor fails to counter-sign the final Payment Certificate or has not disputed the correctness of such final certificate within 3 (three) months after its receipt by him, the Contractor shall be deemed to be in agreement with such final certificate and the Employer shall effect payment in terms thereof. Any claim, arising from the final certificate or in connection with the contract, which has not been lodged with the Employer within a period of 3 (three) months after receipt by the Contractor of the final certificate, shall not be considered or admitted by the Employer, and the Contractor accepts and acknowledges that, by his failure to lodge a fully detailed and motivated claim within the above stipulated period of 3 (three) months, he waives such claim and relieves the Employer from responsibility for or any obligation to consider such claim.
- 5.7.12** Neither the issue of the final Payment Certificate nor any payment made thereunder shall release the Contractor from any liability, whether arising under the contract or at common law, to indemnify the Employer against and to reimburse it in respect of, any claim made or to be made against it by a third party for damage or loss sustained by such third party in consequence of any wrongful act or omission of the Contractor, his sub-contractors or his or their employees or agents.
- 5.7.13** The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment if provided for in the contract.

## **5.8 BONDS AND GUARANTEES**

**5.8.1** Surety in the amount equal to ten percent of the contract price, as elected by the Contractor, shall be provided by the Contractor for the due and faithful performance by him in terms of the Contract. Such security shall be in the form of: -

**5.8.1.1** Government or approved Municipal stocks in negotiable form, or

**5.8.1.2** A deed of suretyship furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by PRASA, provided however that the Project Manager may, upon written application by the Contractor, return to the Contractor the whole or part of such security held by PRASA when the retention money has reached an amount which the Project Manager in his sole discretion considers sufficient for the protection of PRASA. PRASA is entitled to hold all or portion of the security until the completion of the contract and expiry of the defects liability and maintenance period.

## **5.9 PROGRAMME**

**5.9.1** The Contractor shall deliver to the Employer as part of the documentation required before commencement with Works execution, an initial programme of carrying out the Works (hereafter known as the "Project Plan") in order to meet the Due Completion Date. Whenever the approved Project Plan no longer reflects that actual progress will meet the Due Completion Date, the Contractor shall deliver to the Employer an revised Project Plan.

**5.9.2** The initial Project Plan and all subsequent revised Project Plan shall show and, when relevant, describe in statements, the entire scope of the work to be performed including but not limited to:

**5.9.2.1** The Commencement Date, commencement of the Works;

**5.9.2.2** the Completion Due Date, and the planned completion date;

**5.9.2.3** the sequence, timing and resources for carrying out the Works;

**5.9.2.4** the dates for Site accesses and possessions, approvals, instructions, inspections, tests and all information required to execute the Works;

**5.9.2.5** The events influencing the execution of the Works;

**5.9.2.6** other programming information set out in the Scope of Work; and

**5.9.2.7** on revised Project Plan, the actual progress achieved for the various parts of the Works and the amounts paid.

**5.9.3** In the event that the Contractor is not able to complete the Works in line with the Project Plan the Contractor shall submit the revised Project Plan to the Employer for approval indicating the changes to the initial Project Plan.

**5.9.4** The Employer shall, within 7 (seven) Business Days after the Contractor has submitted revised Project Plan, approve such Project Plan or, giving his reasons, instruct the Contractor to amend it, failing which, the submitted Project Plan shall be deemed to be the approved Project Plan.

**5.9.5** The submission to and approval by the Employer of such Project Plan or its revised Project Plan, or the delivery of any relevant particulars, shall not relieve the Contractor of any of his duties or responsibilities under the Contractor's Contract.

## **5.10 PRICING THE WORKS**

**5.10.1** The contractor is required to provide firm prices/ rates for material and labour for the duration of the contract.

**5.10.2** The contract period shall be inclusive of the delivery and installation period as well as an additional period of at least one year starting from the date of acceptance by the client of the last unit.

**5.10.3** The contractor shall make provision for the costs (direct or otherwise) associated with works on, over or adjacent to railway lines. The Contractor is advised to study the requirements of the SPK 7/1 and ensure that all works can be completed in accordance with these requirements.

**5.10.4** The contract offer shall be based on the rates as indicated in the bill of quantities. The quantities shall be agreed during construction per section.

## **5.11 PENALTY FOR DELAY**

**5.11.1** If the Contractor fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, by the Due Completion Date, the Contractor shall

be liable to the Employer for an amount calculated 0.3% of the Contract Price per delayed day, which shall be paid for every day which shall elapse between the Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum of 10% of the Contract Price.

**5.11.2** The imposition of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any of his obligations and liabilities under the Contract,

**5.11.3** 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 5.11.1.

**5.11.4** If, before the issue of the Certificate of Practical Completion the whole of the Works, any part of the Works has been:

**5.11.4.1** Certified by the Employer as complete in terms of a Certificate of Completion,

**5.11.4.2** Occupied or used by the Employer, his agents, employees or other contractors (not employed by the Contractor),

**5.11.5** The penalty for delay shall be reduced by an amount which is determined by the Employer to be appropriate in the circumstances.

**5.11.6** If the penalty payable by the Contractor has reached 10% of the Contract Price, then any subsequent breach shall become a material breach and the Employer shall be entitled to terminate the Contract with immediate.

## **5.12 COMMISSIONING TESTS AND COMPLETION**

**5.12.1** Designated PRASA personnel, in conjunction with the Contractor, shall carry out the final commissioning test. The Contractor shall carry out any remedial work, if necessary.

## **5.13 MANDATORY SECURITY REQUIREMENTS**

**5.13.1** The Contractor shall provide security personnel for the duration of the contract.

**5.13.2** All security companies used by the Contractor shall be PSIRA registered with valid letter of good standing.

- 5.13.3** Security personnel shall all be PSIRA registered with a clear criminal record no criminal pending cases and preferably be sourced from the local community.
- 5.13.4** All personnel employed by the Contractor including sub-contractors shall have undergone a Health and Safety Induction.
- 5.13.5** Permits to work (in line with Covid-19 regulations) shall be issued at the cost of the contractor to all personnel on that shall be signed and stamped by the authorized PRASA Official responsible for Risk Management.
- 5.13.6** The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site until the site is handed over to PRASA. A list of all functioning equipment that do not form part of this scope of work will be shared with the successful bidder and shall be signed off by both the successful bidder and PRASA's representative.
- 5.13.7** PRASA assets that shall be guarded by the contracted security includes Permanent way assets, All Train Authorisation on track elements, all train stations (with all assets included) along the section and all functioning equipment along the corridor.
- 5.13.8** Any lost or stolen material shall be replaced by the contractor at his own cost.
- 5.13.9** The contractor shall provide on-site security for personnel and material stock and should ensure that patrols are in place at the section handed over to the contractor and until the completed work is handed over to PRASA. No claims of material or losses shall be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.
- 5.13.10** Furthermore, it is the contractor's responsibility to ensure that valuable metal i.e., copper is adequately protected while in transit to and from site.
- 5.13.11** The contractor shall make sure that all material removed from site is quantified, counted, logged in the site diary and that it is co-signed by a PRASA representative on site before it is removed from site.
- 5.13.12** Scrap metal removed from the section shall be adequately protected until it is delivered to PRASA's stores.
- 5.13.13** PRASA reserves the right to conduct ad-hoc inspections to ensure Compliance

## **5.14 RISKS**

**5.14.1** Tabulated below are the associated security Risks and proposed mitigation measures. It should be noted that this are minimum risks identified and bidders shall be responsible for conducting their own risk assessment that will influence their quotations.

<b>Risk</b>	<b>Probability</b>	<b>Mitigation</b>
Project Hi-jacking – Regulation 9 30% Subcontracting. This includes the provision of security.	High	Social Facilitation to ensure community involvement and buy in. PRASA recommends an approach that involves the local community. Failure to ensure local involvement can result in serious work stoppages.
Theft of Installed equipment	High	Fit for purpose security with an integrated plan for assets installed and physical security at site office. Ensure protective measures for site with access gate.
Hi-jacking of site personnel vehicles	High	Armed Escorts to and from the site
Armed Robbery of personnel on site and Storage Facility at site	High	Armed Guarding at site and site office with an armed response for mobilisation

## **5.15 SCRAPPING OF MATERIALS**

- 5.15.1** PRASA personnel to identify scrap, usable materials for proper storage and scrapping process.
- 5.15.2** All materials which are identified as scrap shall be delivered to Driehoek store for scrapping process.
- 5.15.3** The contractor shall ensure that the derecognition of assets process is initiated before decommissioning of assets.

**5.15.4** The contractor shall load and offload the scrap to and from sites

**5.15.5** The cost for decommissioning, administration, Transportation, loading and offloading work shall be included in the project.

## **5.16 HANDOVER**

**5.16.1** Copies of operator's manual shall be supplied.

**5.16.2** Complete as built drawings shall be supplied for Aerial and Underground fibre.

**5.16.3** All products manuals shall be supplied.

**5.16.4** Test and compliance certificate shall be supplied.

## **5.17 TRAINING**

**5.17.1** The appointed contractor shall provide training on the installation of underground optic fibre network.

**5.17.2** Training shall comply with the Outside Plant (OSP) Certification for installation of underground optic fibre network.

**5.17.3** The contractor to provide onsite training on the location of manholes for the entire section.

## 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:

Table 5.1

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will 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 B-BBEE.</b>
B-BBEE	Evaluate B-BBEE
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

### 5.2 EVALUATION CRITERIA

Table 5.2

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance

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Mandatory Compliance	Basic Compliance
Stage 2	Technical/Functionality
Technical/Functional Requirements	Threshold of 70%
Stage 3	Price and BBBEE
Price	90 or 80
BBBEE	10 or 20
TOTAL	100

Details of the stages outlined in table 9.2 above are presented in the following sections.

### 3 Stage 1: Compliance Requirements

Bidders must comply with all mandatory requirements and failure to comply will lead to immediate disqualification.

#### Stage 1A- Mandatory Requirements

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

**Table 5.3: List of Mandatory Compliance Documents**

No.	DESCRIPTION OF REQUIREMENT	
a.	Completion of ALL RFT documentation (includes ALL declarations, project specifications and Commissioner of Oath signatures required).	
b.	CIDB 7 EP or higher	
c.	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable) if applicable.	
d.	The Declaration Certificate for Local Content (SBD 6.2) and the National Industrial Participation Programme (SBD5) must be completed and duly signed.	

e.	Annexure C – Local Content Declaration – Summary Schedule  NB: Declaration to be completed per line, failure to comply result in your proposal/RFP response being disqualified.	
f.	In compliance with the Preferential Procurement Regulation requirement of subcontracting 30% of the Works, PRASA requires a Memorandum/da Of Understanding from the Bidders to reflect the names of companies that it intends subcontracting to, the nature of the works to be subcontracted and contract % that will be subcontracted to the respective companies and the terms and conditions of the relationship between the Bidder and subcontracting companies.	

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

**Stage 1B – Technical Mandatory Requirements**

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

**Table 5.4: Technical Mandatory Requirements**

No.	DESCRIPTION OF REQUIREMENT	
a)	Bidder to complete the Compliance Specification Sheet: Complete Yes  (a sheet with a No or not fully completed sheet will lead to disqualification)	
b)	Key Professional staff (Submit CV's and certified copies of qualifications)  Two (2) Technicians, one (1) technician for aerial optic fibre and one (1) technician for underground optic fibre network.  <b><u>1. Aerial Optic Fibre Technician</u></b>	

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	<ul style="list-style-type: none"> <li>• Fibre Optic Design Specialist certificate, for aerial optic fibre</li> </ul> <p><b>2. Underground Optic Fibre Technician</b></p> <ul style="list-style-type: none"> <li>• Outside Plant (OSP) Project Specialist certificate, for Underground Optic Fibre.</li> </ul> <p><i>NB: Provide copies of original qualifications. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. If the qualification has been awarded in other language either than English, please provide translation in English)</i></p>	
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### Stage 1C - Basic Compliance

If you do not submit the following basic compliance documents and should an award be made, these basic compliance documents must be made available within seven (7) days, failing of which the award will be recalled.

**Table 5.5: Basic Compliance**

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	A supply of valid SARS Pin	
c)	Company registration documents	
d)	Certified copies of Directors' ID documents not older than three months	
e)	CSD supplier registration number	
f)	UIF Proof of registration	
g)	Original or certified B-BBEE certificate (Certificates issued by a SANAS accredited verification agency) or Sworn Affidavit  <b>NB:</b> Bidders must submit proof its BBBEE status level Contributor, a bidder failing to submit proof of BBBEE status level of contributor or	

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	is a non-compliant to BBEE may not be disqualified and will score 0 points of 10 or 20 (whichever is applicable) for BBEE	
<b>h)</b>	Annexure D – Imported Content Declaration – Supporting Schedule to Annex C	
<b>i)</b>	Annexure E – Local Content Declaration – Supporting Schedule to Annex C	

## 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 5.1 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 5.6 below

**Table 5.6**

ITEM	CRITERIA	WEIGHT
1	Organizational Experience	40
2	Qualifications and Experience of key personnel	30
3	Project program (Work plan)	10
4	Project Approach and Methodology	20
	<b>TOTAL</b>	<b>100</b>

## FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined in Table 5.7 below

**NOTE: The Technical or Functionality criteria must be guided by the project scope of works and area of focus.**

**Table 5.7: technical Scoring Methodology**

CRITERIA	WEIGHT	SCORES
<p><b>Organizational Experience</b></p> <p><i>(N.B. Provide for each successfully completed project/s in the following sequence: Copy of an appointment letter/s (on a company letterhead): description of the project, Client name, Client contact.</i></p> <p><i>Furthermore, attach test certificate signed by client or letter from the client confirming successful completion of the project/stations.</i></p>	<p><b>40</b></p>	<p>Score will be based on successfully executed and completed similar projects in the installation of Aerial and Underground Optic Fibre Network.</p> <p>0: Zero (0) Similar Projects/non-submission/incomplete submission = <b>0 points</b></p> <p>1: 1 Similar project on Aerial &amp; Underground fibre = <b>8 points</b></p> <p>2: 2 Similar projects on Aerial &amp; Underground fibre = <b>16 points</b></p> <p>3: 3 Similar projects on Aerial &amp; Underground fibre = <b>28 points</b></p> <p>4: 4 Similar projects on Aerial &amp; Underground fibre = <b>34 points</b></p> <p>5: 5 and above Similar projects on Aerial &amp; Underground fibre = <b>40 points</b></p>
<p><b>Key Personnel Experience (based on Submitted CVs and certified copies of qualifications), of Technicians for Aerial and Underground Optic Fibre.</b></p> <ul style="list-style-type: none"> <li>• Fibre Optic Design Technician, for Aerial Optic Fibre, with a</li> </ul>	<p><b>30</b></p>	<p>Detailed CVs of the Technicians to be used in completing the works for both Aerial and Underground optic fibre network project. Years of experience should be related to Aerial and Underground Optic Fibre Installation determined from the date of qualification:</p> <p>Two (2) Key personnel</p> <ul style="list-style-type: none"> <li>• Fibre Optic Design Technician.</li> <li>• Outside Plant (OSP) Project Technician</li> </ul>

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<p>minimum of 3 years of experience (NB: Technician must be Certified Fibre Optic Design Specialist and registered with FOA (Fibre Optic Association).</p> <ul style="list-style-type: none"> <li>• Outside Plant (OSP) Project Technician For Underground Optic Fibre, with a minimum of 3 years of experience. (NB: Technician must be certified Outside Plant (OSP) Project Specialist and registered with FOA (Fibre Optic Association registered)</li> </ul> <p><i>(N.B. Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less, before the closing date of the tender. If the qualification has been awarded in other language either than English, please provide translation in English)</i></p>		<p>0: No information provided/incomplete submission/non-compliance = <b>0 points</b></p> <p>1: Key personnel with less than 2 years related experience = <b>6 points</b></p> <p>2: Key personnel equal/ above 2 years but less than 3 years related experience = <b>15 points</b></p> <p>3: Key personnel equal/above 3 years but less than 4 years related experience = <b>21 points</b></p> <p>4: Key personnel equal/ above 4years but less than 5 years related experience = <b>25 points</b></p> <p>5: Key personnel equal/above 6 years related experience = <b>30 points</b></p>
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<p><i>Evaluation will be done on all personnel groups and maximum points shall be obtained on all</i></p>		
<p><b>Project program (Work plan)</b></p> <p><i>(N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover the following key Milestones:</i></p> <ul style="list-style-type: none"> <li>• <i>Completion of safety file</i></li> <li>• <i>Site Establishment</i></li> <li>• <i>Procurement of material and all services</i></li> <li>• <i>Actual construction activities.</i></li> <li>• <i>Final works completion</i></li> <li>• <i>Maximum project Duration of eight (8) Months</i></li> </ul> <p><i>The overall schedule should clearly indicate sequencing of activities with clear understanding of scope.</i></p>	<p><b>10</b></p>	<p>Score will be allocated for MS Project Schedule provided</p> <p>0: No information provided=0</p> <p>1: Inadequate/ unrelated project schedule provided = <b>2 points</b></p> <p>2: Project schedule provided but no detailed activities indicated =<b>4 points</b></p> <p>3: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = <b>7 points</b></p> <p>4: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path) = <b>8 points</b></p> <p>5: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path), clear understanding of the scope of work and site challenges addressed =<b>10 points</b></p>
<p><b>Project Approach and Methodology</b></p>	<p><b>20</b></p>	<p><b>Score will be allocated as follows:</b></p> <p>0: No information provided = <b>0 point</b></p> <p>1: 1 elements of the method statement = <b>4 points</b></p>

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<p><i>(N.B. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway reserve)</i></p> <p><b>Elements:</b></p> <ul style="list-style-type: none"> <li>• Security</li> <li>• Health and safety</li> <li>• Quality assurance</li> <li>• Identification of risks and mitigation,</li> <li>• Work breakdown of activities,</li> </ul>	<p>2: 2 elements of the method statement= <b>8 points</b></p> <p>3: 3 elements of the method statement=<b>14 points</b></p> <p>4: 4 elements of the method statement= <b>17 points</b></p> <p>5: 5 elements of the method statement= <b>20 points</b></p>
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NOTE: Minimum 70% are to be attained in each and every evaluation criterion stated above for a bidder to be evaluated further.

**STAGE 3: PRICING AND B-BBEE**

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ or } P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

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Where:

Ps = Points scored for the price of tender under consideration;

Pt = Rand value of the tender under consideration;

Pmin = Rand value of the lowest acceptable tender.

Tender will be evaluated on either the 80/20 or 90/10 preference point system. the lowest acceptable bid will be used to determine the preference point system to be used for the evaluation of tenders.

If the lowest acceptable tender is above R50 million, the 90/10 preference point system will be used where:

- The minimum qualifying criteria for pricing is 90 points as per the standard Evaluation Criteria presented in Table 9.2.
- The BBBEE component of the evaluation process is weighted at 10 points in Table 9.2 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of their BBBEE status in their BBBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points by the Evaluation Committee are presented in Table 9.8.

Where the lowest acceptable tender is below R50 million, the 80/20 preference point system will be used. Where:

- The minimum qualifying criteria for pricing is 80 points as per the standard Evaluation Criteria presented in Table 9.2.
- The BBBEE component of the evaluation process is weighted at 20 points in Table 9.2 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of their BBBEE status in their BBBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points by the Evaluation Committee are presented in Table 9.8.

Table 5.8: Preference point system (BBBEE Evaluation Criteria)

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS (90/10 SYSTEM) ABOVE R 50 MILLION</b>	<b>Number of points (80/20 system) BELOW R 50 MILLION</b>
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1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

## 6 PREFERENTIAL PROCUREMENT REGULATIONS

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

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

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

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

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

## 7 VALIDITY PERIOD

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

## 8 B-BBEE REQUIREMENTS

A Bidder must submit proof of its B-BBEE status level contributor, a Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified and will score 0 points out of 10/20 for B-BBEE.

## 9 LOCAL CONTENT - NATIONAL TREASURY STIPULATED MINIMUM THRESHOLDS FOR LOCAL PRODUCTION

### 9.1 LOCAL CONTENT

- Bids will be subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.
- Only locally produced or manufactured goods with a stipulated minimum threshold as stated in the table below for local production and content will be considered. Bidders who do not meet the stipulated minimum threshold will be automatically disqualified and not be considered further for evaluation.
- Bidders may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB on the date of the advertisement of the tender.
- The Declaration Certificate for Local Content (SBD 6.2) must be completed and duly signed. **Bidders who do not complete this form will be automatically disqualified.**
- For further guidance with the above requirements, bidders may refer to DTI website, [www.theDTI.gov.za](http://www.theDTI.gov.za) and National Treasury Designated Sectors for the following Instruction Notes:
  - a. Number 10 of 2019/2020 (Electrical Cable Products).
  - b. Number 15 of 2016/2017 (Steel Products and Components for Construction).
  - c. Number 01 of 2019/2020 (Plastic Pipe).

### 9.2 EXEMPTION REQUESTS

If the quantity of the components to be used for this work as listed in figure 14.1 cannot wholly be sourced from South African based manufacturers, bidders should obtain written exemption from the **dti** to supply the remaining portion of the components at a lower content threshold. The

**dti**, in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

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

Replacement of components on the existing infrastructure in order to honour the

### **9.3 THE PROCESS TO BE FOLLOWED IN REQUESTING EXEMPTIONS**

The following tender information must be provided on the bidder's letterhead when requesting an exemption request to the DTI:

- a) Procuring entity;
- b) Tender description;
- c) Bid reference number;
- d) Closing date of bid;
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications);
- f) Products / inputs / components to be imported;
- g) Reasons for the request; and
- h) Supporting letters from local bidders' suppliers and manufacturers.

The turnaround time for processing of exemption requests is **10 working days** from the date of receipt.

## **10 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **10.1 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.

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

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

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

#### **12 BEST AND FINAL OFFER**

PRASA reserves the right to embark on the Best and Final Offer (BAFO) Process where:

- a) None of the proposals meet the RFP requirements;
- b) None of the responses to RFP are affordable and demonstrate value for money; and
- c) There is no clear preferred Response to this RFP.

Upon the decision by PRASA to embark on a BAFO process it shall notify the response to RFP.

#### **13 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).

#### **14 FAIRNESS AND TRANSPARENCY**

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

### **SECTION 3**

#### **PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the Pricing Schedule/ BOQ on the next page (to be Included on Volume 2 /Envelop 2)

#### **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.

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**PRICING SCHEDULE/ BOQ**

The Tenderer shall enter each rate or lump sum for each item in the Pricing Schedule in BLACK INK. The following pricing schedule shall be used when responding to the Request for Proposal:

**BILL OF QUANTITIES (BOQ)**

ITEM NO	6.1 DESCRIPTION FOR AERIAL OPTIC FIBRE TRANSMISSION NETWORK FOR GERMISTON TO DAVEYTON LINE	LOCAL CONTENT THRESHOLD	QTY	UNIT MEASURE	UNIT PRICE	TOTAL PRICE
<b>Section 1</b>						
1.1	Preliminary and General, (Security for site office within PRASA Infrastructure Assets and between the boundary limits).	N/A	1	Sum	R	R
1.2	Communication Liaison Officer within the section (15 Wards)	N/A	1	Sum	R	R
1.3	Factory Testing (Optic fibre cable)	N/A	1	Sum	R	R
<b>Section 2: OUTDOOR EQUIPMENT SUPPLY AND INSTALLATION INCLUDES ALL DISTRIBUTION POINTS</b>						
2.1	Supply and install of 48 core optic fibre Single mode 9/125 aerial self-support short span cable (anti track sheet) complete with accessories, from Germiston – Daveyton: 46,16KM	90% Electrical Cable Products	46160	m	R	R
2.2	Supply and Install Universal DC Rail & I-Beam Suspension Single and Dual Brackets.	100% Steel Products	1224	Each	R	R
2.3	Supply and Install Suspension Hooks	100% Steel Products	26	Each	R	R
2.4	Supply and install concrete suspension fittings	100% Steel Products	26	Each	R	R
2.5	Supply and install termination on concrete fittings	100% Steel Products	26	Each	R	R

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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2.6	Supply and install concrete joints fittings	100%	26	Each	R	R
		Steel Products				
2.7	Supply and install wooden poles 9 m long-	N/A	26	Each	R	R
2.8	Supply and install wooden pole suspension fittings	100%	76	Each	R	R
		Steel Products				
2.9	Supply and install wooden termination fittings	100%	76	Each	R	R
		Steel Products				
2.10	Supply and install wooden pole joint fittings	100%	76	Each	R	R
		Steel Products				
2.11	The Contractor shall Apply wooden pole fire protector coating on wooden poles.	N/A	26	Each	R	R
2.12	Supply and install ECO pole stay wire	100%	26	Each	R	R
		Steel Products				
2.13	The contractor shall excavate and Supply concrete for the wooden poles 500mm (L) x 500mm (W)x 1200mm (Depth).	N/A	26	Each	R	R
2.14	Supply and install tangent support	100%	1224	Each	R	R
		Steel Products				
2.15	Supply and install dead ends	100%	166	Each	R	R
		Steel Products				
2.16	Supply and install dome joints 48 fibre and brackets complete with accessories	100%	133	Each	R	R
		Plastic Pipes				
<b>Section 3: INDOOR EQUIPMENT SUPPLY AND INSTALLATION</b>						
3.1	Supply and install brick wall termination and entry plate	100%	26	Each	R	R
		Steel Products				

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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3.2	Supply and installation of 1U 19" rackmount 48 LC Rodent Free Patch panel (Splice organiser) complete with accessories	100% Steel Products	26	Each	R	R
3.3	Supply and install 43U 19" Rack Cabinet	100% Steel Products	26	Each	R	R
3.4	Supply and install brush panel 1U short base complete with accessories.	100% Steel Products	26	Each	R	R
3.5	Supply and install duplex SM LC - LC mid-couplers	100% Plastic Pipes	624	Each	R	R
3.6	Supply and install simplex SM unjacketed LC pigtail 1M.	90% Electrical Cable Products	1248	Each	R	R
3.7	Supply and install duplex SM LC - LC patch lead 3M.	90% Electrical Cable Products	114	Each	R	R
3.8	Supply and Install 3m steel cable tray with all accessories	100% (steel products)	26	Each	R	R
<b>Section 4: Splicing, Test, Commissioning and Handover</b>						
4.1	The Contractor shall perform Fusion splicing of Optic Fibre including all terminations	N/A	26 Sites	Sum	R	R
4.2	Full testing, commissioning, and handing over of the entire installation.	N/A	26 Sites	Sum	R	R
4.3	Supply electronic and hardcopy (2) copies of complete "As build/ As installed" equipment manuals.	N/A	1	Sum	R	R

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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Section 5: Decommissioning						
5.1	Decommissioning, Administration, Transportation and Scraping	N/A	1	Sum	R	R
<b>TOTAL</b>						
<b>VAT 15%</b>						
<b>GRAND TOTAL</b>						

ITEM NO	6.2 DESCRIPTION FOR UNDERGROUND OPTIC FIBRE TRANSMISSION NETWORK FROM GERMISTON TO DAVEYTON LINE	LOCAL CONTENT THRESHOLD	QTY	UNIT MEASURE	UNIT PRICE	TOTAL PRICE
<b>Section 1: TRENCHING - ALL DISTRIBUTION POINTS</b>						
1.1	The contractor shall Trench, prepare Bedding and padding , Backfilling, and as well as the disposal of surplus materials from Germiston to Daveyton line	N/A	46165	m	R	R
1.2	Supply of Concrete premix by 46165m (L) x 0,4m (W) x 0,3m (D)	N/A	5539,8	m <sup>3</sup>	R	R
<b>Section 2: OUTDOOR EQUIPMENT SUPPLY AND INSTALLATION INCLUDES TERMINATIONS &amp; DISTRIBUTION POINTS</b>						
2.1	Supply and installation (Blowing) of 48 core single mode underground micro fibre complete with accessories, between signalling ARs and relay rooms from Germiston to Daveyton line.	90%  Electrical Cable Products	46165	m	R	R
2.2	Supply and Installation of underground inner-ducts, micro-ducts with accessories from Germiston to Daveyton line	100%  Plastic Pipes	46165	m	R	R
2.3	Supply and installation of Manholes complete with accessories.	100%  Plastic Pipes	50	Each	R	R
2.4	Supply and installation of Steel duct 20m (L) x 0,1m (W) x 0,1m (H)	100%  Steel Products	15	Each	R	R

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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**Section 3: INDOOR EQUIPMENT SUPPLY AND INSTALLATION**

3.1	Supply and install 1U 19" rackmount 48 LC Rodent Free Patch panel (Splice organiser) complete with accessories	100% Steel Products	18	Each	R	R
3.2	Supply and install brush panel 1U short base complete with accessories.	100% Steel Products	18	Each	R	R
3.3	Supply and install duplex SM LC - LC mid-couplers	100% Plastic Pipes	432	Each	R	R
3.4	Supply and install simplex SM unjacketed LC pigtail 1M.	90% Electrical Cable Products	864	Each	R	R
3.5	Supply and install duplex SM LC - LC patch lead 3M.	90% Electrical Cable Products	200	Each	R	R
3.6	Supply and install 35U 19inch cabinet at the apparatus room.	100% Steel Products	20	Each	R	R

**Section 4: Training, Splicing, Test, Commissioning and Handover**

4.1	The Contractor shall perform Fusion splicing of Optic Fibre including all terminations	N/A	26 Sites	Sum	R	R
4.2	Test, commissioning, and handing over of the entire installation.	N/A	18 Sites	Sum	R	R
4.3	Supply electronic and hardcopy (2) copies of complete "As build/ As installed" equipment manuals.	N/A	1	Sum	R	R
4.4	Provide training for installation of the underground optic fibre network	N/A	4	Each	R	R

**Section 5: Decommissioning**

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5.1	Decommissioning, Administration, Transportation and Scraping	N/A	1	Sum	R	R
<b>TOTAL</b>						
<b>VAT 15%</b>						
<b>GRAND TOTAL</b>						

## 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.

## 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 4**

## 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

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b) On time delivery.

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

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

**Acceptance of Service Levels:**

YES	
-----	--

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

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

**7 FINANCIAL STABILITY**

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past 3 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 \_\_\_\_\_

\_\_\_\_\_

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**

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**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

Name \_\_\_\_\_

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

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

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

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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**8 VALIDITY OF RETURNABLE DOCUMENTS**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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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.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**

**BID NUMBER: 04/09/2022/GAU-(TEL)**



**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

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 or is commercially sensitive information, PRASA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;
- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:

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

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

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

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

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

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

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

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

## **10.7 INSURANCE**

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

## **10.8 NO CONTACT POLICY**

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

## **10.9 CONFLICT OF INTEREST**

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

## **10.10 COLLUSION AND CORRUPTION**

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

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

## **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**

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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</i> website and CIDB website. |
| <b>Seek clarification</b>                                 | 9  | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .   |
| <b>Insurance</b>  | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.  |

- |                                 |    |   |
|---------------------------------|----|---|
| <b>Pricing the tender</b>       | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .  |
|                                 | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.  |
|                                 | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .  |
|                                 | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies.   |
| <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.  |
| <b>Submitting a tender</b>      | 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.  |
| <b>NOTE:</b>                    | 19 | <b>Return the completed and signed <i>PRASA Tender Forms and SBD forms provided with the tender. <u>Failure to submit all the required documentation will lead to disqualification</u></i></b>  |
|                                 | 20 | <b>Submit the <u>tender as an original</u> plus 1 copy and an electronic version which must be contained in CDs or Memory Cards clearly</b>   |

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 must further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package must be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

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

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

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

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

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

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**Fulfil BEE requirements** 33 Comply with PRASA's requirements regarding BBBEE Suppliers.

**PRASA'S UNDERTAKINGS**

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

- |                                 |   |  |
|---------------------------------|---|--|
| <b>Respond to 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 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 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

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

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

constitute the formation of a contract between PRASA and the successful *tenderer*.

- |   |    |   |
|---|----|---|
| <b>Notice to unsuccessful tenderers</b> | 16 | After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.  |
| <b>Prepare contract documents</b>       | 17 | Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li> </ul> |
| <b>Issue final contract</b>             | 18 | Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.  |
| <b>Sign Form of Agreement</b>           | 19 | <b>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>  |
| <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.   |

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**BID NUMBER: 04/09/2022/GAU-(TEL)**



**FORM: A**

**INVITATION TO BID**

**1. PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) – PRASA**

BID NUMBER:	04/09/2022/GAU-(TEL)	CLOSING DATE:	<b>15 December 2022</b>	CLOSING TIME:	<b>12h00</b>
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DESCRIPTION APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

:

**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:		<b>OR</b>	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:			

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
**BID NUMBER: 04/09/2022/GAU-(TEL)**



**[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]**

<p>➤ ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>➤ ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ANSWER PART B:3 BELOW ]</p>
<p>➤ SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>➤ DATE</p>	
<p>➤ CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			

With effect from **17 November 2022** the tender documents can be downloaded on National Treasury e-tender website and Prasa Website.

1. A compulsory tender briefing meeting with representatives of the Employer will take physical at the following address:  
 PRASA GNC  
 1961 R25, ESSELEN PARK  
 TEMBISA  
 1626

2. **Tender No:** 04/09/2022/GAU-(TEL)

**Description:** APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.

**I/We declare that I/We have read the above-mentioned notice and that it is understood by me/us.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 20\_\_.

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**

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**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

**BIDDER :**

**Signature**\_\_\_\_\_

APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.

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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**

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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?

NO

YES

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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**FORM-C**

**FORM C: TENDER FORM**

CURRENT TENDER DETAILS	
Request number:	04/09/2022/GAU-(TEL)
Request for Tender:	APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.

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.
- (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

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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 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 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

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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 \_\_\_\_\_

DULY AUTHORISED SIGNATORY(IES)      WITNESSES

1.	_____	1.	_____
2.	_____	2.	_____
3.	_____	3.	_____

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**FORM D**

➤ **SITE INSPECTION / PRE-TENDER BRIEFING SESSION**

Request number:	04/09/2022/GAU-(TEL)
Request for Proposal:	APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.

**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. _____ |

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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**FORM E**

➤ **STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY BIDDER**

**CURRENT TENDER DETAILS**

Request number:	04/09/2022/GAU-(TEL)
Request for:	APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.

**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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**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**

**Directors'/Trustees'/Partners' or Principals' Details**

<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"**

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**SECTION 3 Only applicable for the Security Providers**

Name of Company/Trust/Partnership	PSIRA Registration Number

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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**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 _____	
<b>DULY AUTHORISED SIGNATORY(IES)</b>	<b>WITNESSES</b>
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

**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>2</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.

	<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>
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:

.....  
 .....  
 .....  
 .....

<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

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>3</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 Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting

<sup>3</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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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

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**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 Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394

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2401 or e-mail at 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;
- 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 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

- **NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to this bids:

the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) Either 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>90/10 POINTS</b>	<b>80/20 POINTS</b>
PRICE	90	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level

of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis: 90/10

A maximum of 80 points is allocated for price on the following basis: 80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where:

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

$P_t$  = Rand value of the tender under consideration;

$P_{\min}$  = Rand value of the lowest acceptable tender.

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system) Above R 50 Million	Number of points (80/20 system) Below R 50 Million
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub- contractor.....
- iii) The B-BBEE status level of the sub-
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Company Name: .....

8.2 VAT registration number: .....

8.3 Registration number: .....



**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;

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- (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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

	.....
	SIGNATURE(S) OF BIDDERS(S)
DATE:	.....
ADDRESS	.....
	.....
	.....

<b>WITNESSES</b>
1.
2.

## **SBD 6.2**

### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6 A bid may be disqualified if –

- (b) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (c) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## **2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes
- 2.7. labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.8. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

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2.9. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.10. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3.**

**3.1 The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

3.1.1 The details of Local Content process will be as detailed under 14.1 as contained in the RFT document. **Bidders who do not complete this form will be automatically disqualified.**

3.1.2 Sectors / products (not limited to) listed below are subjected to local content requirements.

<b>LOCAL CONTENT BOQ:</b>		
<b>6.1 DESCRIPTION FOR AERIAL OPTIC FIBRE TRANSMISSION NETWORK FOR GERMISTON TO DAVEYTON LINE</b>		
<b>No</b>	<b>Material</b>	<b>% of local content</b>
2.1	Supply and install of 48 core optic fibre Single mode 9/125 aerial self-support short span cable (anti track sheet) complete with accessories, from Germiston – Daveyton: 46,16KM	90% Electrical Cable Products
2.2	Supply and Install Universal DC Rail & I-Beam Suspension Single and Dual Brackets.	100% Steel Products
2.3	Supply and Install Suspension Hooks	100% Steel Products
2.4	Supply and install concrete suspension fittings	100% Steel Products
2.5	Supply and install termination on concrete fittings	100%

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		Steel Products
2.6	Supply and install concrete joints fittings	100% Steel Products
2.8	Supply and install wooden pole suspension fittings	100% Steel Products
2.9	Supply and install wooden termination fittings	100% Steel Products
2.10	Supply and install wooden pole joint fittings	100% Steel Products
2.12	Supply and install ECO pole stay wire	100% Steel Products
2.14	Supply and install tangent support	100% Steel Products
2.15	Supply and install dead ends	100% Steel Products
2.16	Supply and install dome joints 48 fibre and brackets complete with accessories	100% Plastic Pipes
3.1	Supply and install brick wall termination and entry plate	100% Steel Products
3.2	Supply and installation of 1U 19" rackmount 48 LC Rodent Free Patch panel (Splice organiser) complete with accessories	100% Steel Products
3.3	Supply and install 43U 19" Rack Cabinet	100% Steel Products
3.4	Supply and install brush panel 1U short base complete with accessories.	100% Steel Products
3.5	Supply and install duplex SM LC - LC mid-couplers	100% Plastic Pipes
3.6	Supply and install simplex SM unjacketed LC pigtail 1M.	90% Electrical Cable Products

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3.7	Supply and install duplex SM LC - LC patch lead 3M.	90% Electrical Cable Products
3.8	Supply and Install 3m steel cable tray with all accessories	100% (steel products)

**LOCAL CONTENT BOQ:**

**6.2 DESCRIPTION FOR UNDERGROUND OPTIC FIBRE TRANSMISSION NETWORK FROM GERMISTON TO DAVEYTON LINE**

No	Material	% of local content
2.1	Supply and installation (Blowing) of 48 core single mode underground micro fibre complete with accessories, between signalling ARs and relay rooms from Germiston to Daveyton line.	90% Electrical Cable Products
2.2	Supply and Installation of underground inner-ducts, micro-ducts with accessories from Germiston to Daveyton line	100% Plastic Pipes
2.3	Supply and installation of Manholes complete with accessories.	100% Plastic Pipes
2.4	Supply and installation of Steel duct 20m (L) x 0,1m (W) x 0,1m (H)	100% Steel Products
3.1	Supply and install 1U 19" rackmount 48 LC Rodent Free Patch panel (Splice organiser) complete with accessories	100% Steel Products
3.2	Supply and install brush panel 1U short base complete with accessories.	100% Steel Products
3.3	Supply and install duplex SM LC - LC mid-couplers	100% Plastic Pipes
3.4	Supply and install simplex SM unjacketed LC pigtail 1M.	90% Electrical Cable Products
3.5	Supply and install duplex SM LC - LC patch lead 3M.	90% Electrical Cable Products
3.6	Supply and install 35U 19inch cabinet at the apparatus room.	100% Steel Products

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
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- For further guidance with the above requirements, bidders may refer to DTI website, [www.theDTI.gov.za](http://www.theDTI.gov.za) and National Treasury Designated Sectors for the following Instruction Notes:
  - a. Number 10 of 2019/2020 (Electrical Cable Products).
  - b. Number 15 of 2016/2017 (Steel Products and Components for Construction).
  - c. Number 01 of 2019/2020 (Plastic Pipe).

4. Does any portion of the services, works or goods offered have any imported content?  
 (**Tick applicable box**)

YES		NO	
-----	--	----	--

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
 (**Tick applicable box**)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

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(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in**

3

4 **paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

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- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (d) The local content percentage (%) indicated below has been calculated using
- (e) the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**

**BID NUMBER: 04/09/2022/GAU-(TEL)**



**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.

**4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?                      (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b><i>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</i></b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b><i>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</i></b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**



**BID NUMBER: 04/09/2022/GAU-(TEL)**

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**  
**BID NUMBER: 04/09/2022/GAU-(TEL)**



**COMMISSIONER OF OATHS**

*I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.*

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

<b>COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON</b>	
<b>STAMP :</b>	<b>NAME &amp; SURNAME:</b>
	<b>DESIGNATION/RANK :</b>
	<b>PERSAL/EMPLOYEE NO:</b>
	<b>PLACE/DATE:</b>

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, INSTALLATION, REHABILITATION OF AERIAL OPTIC FIBRE NETWORK AND UNDERGROUND OPTIC FIBRE NETWORK FROM GERMISTON TO DAVEYTON LINE AT ALL THE SIGNAL EQUIPMENT ROOMS, APPARATUS ROOMS, DEPOTS, ELECTRICAL SUBSTATIONS, TICKET OFFICES AND PRASA BUILDINGS.**



**BID NUMBER: 04/09/2022/GAU-(TEL)**

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. I declare that I have 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 tendering or with reasonable appreciation that the agreement, arrangement or understanding or any such like may be construed as or result in or have the effect of collusive tendering. Should I in the process of the tender but prior to PRASA awarding the tender 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 tender, I will notify PRASA of such any agreement, arrangement or understanding or any such like.

6. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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**BID NUMBER: 04/09/2022/GAU-(TEL)**



10. 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 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder