

**REQUEST FOR: VEGETATION CONTROL IN RAIL RESERVES,
YARDS, AND INFRASTRUCTURE ASSETS WITHIN AREA CENTRAL
OF THE METRORAIL WESTERN CAPE REGION FOR A PERIOD OF 30
MONTHS**

TENDER NUMBER: 05/2023/CTN/INFRA



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

BID NUMBER: 05/2023/CTN/INFRA

**REQUEST FOR PROPOSAL (RFP) FOR
VEGETATION CONTROL IN RAIL RESERVES, YARDS
AND INFRASTRUCTURE ASSETS WITHIN AREA
CENTRAL OF THE METRORAIL WESTERN CAPE REGION
FOR A PERIOD OF 30 MONTHS**

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CLOSING DATE	13 October 2023
CLOSING TIME	12:00pm
BRIEFING SESSION	COMPULSORY
	DATE: 04th October 2023
	TIME: 11:00 am
	VENUE: Room 163, Infrastructure Building, Off Malta Road, Salt River, Cape Town
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA
	Metrorail Western Cape
	1 Adderley Street
	Propnet Building
	6th Floor Room 622A
	Cape Town
BIDDER NAME

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Disclaimer

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

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

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

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

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

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

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

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

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

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

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

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Withdraw the RFP on good cause shown;

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

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

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

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

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

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

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LIST OF BID DOCUMENTS

INVITATION TO BID PART A	Form A
TERMS AND CONDITIONS FOR BIDDING PART B	Form B
TENDER FORM (PRICING SCHEDULE)	Form C
SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION	Form D
STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER	Form E
SECURITY SCREENING FORM	Form F
ACKNOWLEDGEMENT	Form G
SBD 4 BIDDER'S DISCLOSURE	
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1 LIST OF ANNEXURES TO THE RFP

Draft Contract	Annexure 1
RFP CLARIFICATION FORM	Annexure 2
Performance Bond	Annexure 3

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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 –

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 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;
- 4.7 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;
- 4.8 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
- 4.9 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:

- 5.1 “Accounting Authority” means the Board of PRASA;
- 5.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 5.5 “Black 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;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended.
- 5.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **13 October 2023**;
- 5.15 “Project” means this project for **Vegetation Control in Rail Reserves, Yards, and Infrastructure Assets within Area Central of the Metrorail Western Cape region for a period of 30 months**.
- 5.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and

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- 5.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

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SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

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

BID DESCRIPTION	VEGETATION CONTROL IN RAIL RESERVES, YARDS, AND INFRASTRUCTURE ASSETS WITHIN AREA CENTRAL OF THE METRORAIL WESTERN CAPE REGION FOR A PERIOD OF 30 MONTHS
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from 20 September 2023
ISSUE DATE	20 September 2023
COLLECTION DATE DEADLINE (if applicable)	N/A
COMPULSORY BRIEFING SESSION	YES 04th October 2023 at 11:00 am Room 163, Infrastructure Building, Off Malta Road, Salt River
CLOSING DATE	13 October 2023 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	90 Working Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	09 October 2023
CLOSING DATE FOR RESPONSES	10 October 2023
CONTACT PERSON	lindeka.tshuku@prasa.com

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

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at **Metrorail Offices, Infrastructure Building, Room 163, Off Malta Road, Salt River on the 04th October 2023, at 11:00am** [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

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

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

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

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

3 BRIEFING SESSION MINUTES AND NOTES

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

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

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

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

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4 PROPOSAL SUBMISSION OF RFP RESPONSE

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

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

RFP No: **05/2023/CTN/INFRA**
Description of Bid **Vegetation Control in Rail Reserves, Yards and Infrastructure Assets within Area Central of the Metrorail Western Cape Region for a period of 30 Months**

Closing date and time: **13 October 2023 at 12:00pm**
Closing address Metrorail Western Cape
1 Adderley Street
Propnet Building
6th Floor Room 622A
Cape Town

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

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

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

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5.1 B-BBEE Joint Ventures or Consortiums

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

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to lindeka.tshuku@prasa.com before **10 October 2023**, substantially in the form set out in **Annexure 2** hereto.
- 6.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory and a non-compulsory briefing session.
- 6.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number lindeka.tshuku@prasa.com on any matter relating to its RFP Proposal.
- 6.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA

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in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

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

7.6.1 Bid/Tender Description

7.6.2 Bid/Tender Reference Number

7.6.3 Closing date of Bid/Tender

7.6.4 Supplier Name;

7.6.5 Supplier Contact details

7.6.6 The detailed compliant

7 CONFIDENTIALITY

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

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

8 INSTRUCTIONS FOR COMPLETING THE RFP

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

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

Volume 1 (Envelope 1/Package 1)

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

Volume 2 (Envelope 2/ Package 2)

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

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

- 8.3 Bidders must submit 1 original response and may submit copies and an electronic version which must be contained in a Memory Card/External hard drive etc clearly marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.
- 8.4 Bidders should ensure that their response to the RFP is in accordance with the structure of this document.
- 8.5 Where Bidders are required to sign forms they are required to do so using preferably black ink pen.
- 8.6 Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.
- 8.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.

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- 8.8 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 8.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 8.13 Response to RFP documents are to be submitted to the address specified in this RFP, and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions,

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alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

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

9 RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	20 September 2023
Briefing Session for Bidders at the Room 163, Infrastructure Building, Off Malta Road, Salt River	4 th October 2023 at 11:00 am
Closing date for Questions	09 October 2023
Closing date for Responses	10 October 2023
Closing Date for Submission of final Bid	13 October 2023 at 12:00 pm
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

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

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10 LEGAL COMPLIANCE

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

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

11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

12 TAX COMPLIANCE

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

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

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

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

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

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

New Tax Compliance Status (TCS) System

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

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

Tax Compliance Status (TCS) Pin:_____.

13 PROTECTION OF PERSONAL DATA

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

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 Vegetation Control in Rail Reserves, Yards and Infrastructure Assets within Area Central of the Metrorail Western Cape region for a period of 30 months.

2 OVERVIEW

Currently rail reserves, yards and Infrastructure assets (substations, relay rooms, etc.) are overgrown due to non-award of vegetation control contracts. Vegetation close to/ on railway tracks and infrastructure assets interferes with operational activities (obscures signals, signs, tracks, etc. and interferes with signal wire runs, overhead power cables, etc.), interferes with maintenance activities, adversely affects drainage, poses a safety risk to pedestrians crossing railway lines, poses a fire hazard, poses an environmental hazard and/or poses a security risk (fosters crime and vagrancy and impedes security measures).

The control and eradication of vegetation in rail reserves, yards and Infrastructure assets (substations, relay rooms, etc.) is required within the Metrorail Western Cape region to ensure a safe environment for the operation of trains.

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

- 2.1** PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider’s economies of scale and streamlined service processes.
- 2.2** PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 2.3** PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.

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- 2.4** PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 2.5** PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 2.6** PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 KEY OBJECTIVES OF THE RFP

This RFP has been prepared for the following purposes:

- 3.1 TO SET OUT THE RULES OF PARTICIPATION IN THE BID PROCESS REFERRED TO IN THIS RFP.**
- 3.2 TO DISSEMINATE INFORMATION ON THE PROJECT CONTEMPLATED IN THIS RFP.**
- 3.3 TO GIVE GUIDANCE TO BIDDERS ON THE PREPARATION OF THEIR RFP BIDS.**
- 3.4 TO GATHER INFORMATION FROM BIDDERS THAT IS VERIFIABLE AND CAN BE EVALUATED FOR THE PURPOSES OF APPOINTING A SUCCESSFUL BIDDER.**
- 3.5 TO ENABLE PRASA TO SELECT A SUCCESSFUL BIDDER THAT IS:**
 - a) technically qualified and meet the empowerment criteria described in this RFP;
 - b) Carry all the obligations of the Contract.

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4 SCOPE OF WORK

C1.1 - Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Vegetation Control in Rail Reserves, Yards and Infrastructure Assets within Area Central of the Metrorail Western Cape region for a period of 30 months

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be fully authorized, signing of this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all of its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... **Rand (in words)**

R..... (In figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

For the tenderer

(Name and)

Address of
Organization)

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.....
Name and

Signature

Of witness

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderers offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is subject to this agreement.

The terms and conditions of the contract are contained in:

- Part C1: Agreement and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance are contained in the schedule of deviations to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Date

Name

Capacity

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prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

for the Employer Passenger Rail Agency of South Africa, trading as Metrorail
Room 622A
1 Adderley Street
Cape Town

Name and

Signature

Of witness

Date

Schedule of Deviations

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

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prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

5 Subject

Details

.....

.....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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C1.2 - Contract Data

Part 1

The General Conditions of Contract, T287 Minor Works Contract, hereinafter referred to as “the T287”, of the Passenger Rail Agency of South Africa is applicable to this contract, a copy of which is included in part C1.3 of the Contract Data.

The T287 makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The variations and additional clauses in the contract data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the T287.

Discrepancy in documents

In the event of any conflict between the Contract Data stated below and the T287, the Contract Data shall prevail.

The Employer is the Passenger Rail Agency of South Africa (hereinafter referred to as PRASA) trading as Metrorail.

The address of the Employer is:

Physical: The Regional Manager
Metrorail
Room 622A
Propnet Building
1 Adderley Street
Cape Town
Tel. Number: (021) 449 2244
Fax Number: (021) 449 6301
Postal: P.O. Box 5446
Cape Town
8000

The Project Manager is: The Regional Engineer (Perway)

The address of the Project Manager is:

Physical: The Regional Engineer
Infrastructure (Perway)
Metrorail
Off Malta Road
Salt River
Tel. Number: (021) 818 7424
Postal: P.O. Box 5446
Cape Town
8000

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C1.2.1 DESCRIPTION OF THE WORK

This contract covers **the control and eradication of vegetation in rail reserves, yards and Infrastructure assets within Area Central of the Metrorail Western Cape region for a period of 30 months**, hereinafter also referred to as the “Works,” and any other work arising out of or incidental to the above, or required of the contractor for the proper completion of the Works in accordance with the true meaning and intent of the contract.

C1.2.2 BUSINESS NAME

The Passenger Rail Agency of South Africa (PRASA) will for the purpose of this contract be trading and hereinafter also be referred to as Metrorail who, through its authorised representatives, shall execute the contract on behalf of the Passenger Rail Agency of South Africa.

C1.2.3 COMPLETION OF WORK

The starting/commencement date of this contract will be the date that the formal contract document is signed by the last signing party thereto. The date of completion will be 30 (thirty) calendar months from the starting/commencement date. The 30 months period shall include any statutory and/or builders’ holidays falling within this period.

C1.2.4 PENALTIES FOR LATE COMPLETION

Should the Contractor fail to achieve vegetation control within the periods stipulated and/or instructed by the Technical Officer, he shall pay to Metrorail as penalties in terms of the Conventional Penalties Act, 1962 as amended, the amount of R1,000.00 (One Thousand Rand) for each day or part thereof during which the Works remain incomplete.

C1.2.5 MATERIAL AND LABOUR TO BE SUPPLIED BY METRORAIL

C1.2.5.1 Metrorail will supply **no** material for the execution and completion of the Works.

C1.2.5.2 Protection of the contractor’s workmen is the sole responsibility of the contractor. Metrorail will provide induction training as well as training of the contractor’s flagmen free of charge. Metrorail will only provide protection of **trains** in instances where the safe passage of trains is affected by the contractor’s activities, e.g. when the track is obstructed by heavy machinery on the track that cannot be easily removed by one person.

C1.2.6 ADVANCE PAYMENT FOR MATERIAL and/or PLANT and/or EQUIPMENT SUPPLIED BY THE CONTRACTOR

No advance payment for material and/or plant and/or equipment supplied by the contractor for the purpose of incorporation/installation as part of the Works, will be made by Metrorail.

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C1.2.7 HOURS OF WORK

Normal working hours shall mean the period from 07:00 to 16:30 on normal weekdays. No work will be permitted outside normal working hours, on Saturdays, Sundays and public holidays, unless the permission of the Manager has been obtained in writing. Written application to work outside of normal working hours must be submitted to the Technical Officer two days in advance of the dates that the contractor plans to work.

C1.2.8 SPECIAL AUTHORITY / CHANGE OF NAME

Transnet Limited has granted special authority to PRASA for the use of any of its standard or standardized specifications and documents in tenders/contracts entered into between PRASA and the Contractor.

Wherever "Transnet" or "Spoornet" is referred to in the Tender/Contract documents it shall be read as "PRASA", provided that the context intends this translation.

C1.2.9 PAYMENT

Payment will be made within thirty (30) days from receiving of the contractor's invoice.

C1.2.10 DAYWORK

The Technical Officer may order that any additional or substituted work be executed on a daywork basis. For work so ordered and executed, the Contractor shall be paid in accordance with the daywork schedules and at the rates and prices quoted by him in the Bill or, in the absence of provision in the daywork schedules for any particular item, the Contractor shall be paid-

- (i) the gross actual wages and benefits paid by him to and/or on behalf of the workmen for the period they were engaged on the additional or substituted work plus 30 percent, and
- (ii) the direct cost at the site of material supplied by the Contractor and actually used in the additional or substituted work plus 12 percent.

C1.2.11 CESSION, DELEGATION OR ASSIGNMENT

- C1.2.11.1 Neither party shall cede or delegate any right or obligation under this agreement nor enter into any sub-contract of whatever nature for the execution thereof or part thereof without prior written consent of the other.
- C1.2.11.2 Should the Contractor be desirous to cede and/or assign any right or obligation in terms of this agreement to a third party or enter into a sub-contract in respect of the execution hereof, the Contractor shall forthwith supply the Client with such information as may be requested and required by the Client to enable it to make a decision.

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C1.2.11.3 The Contractor shall during the term of this agreement not be allowed to proceed with any of the following matters before the prior written consent of the Metrorail Regional Tender and Procurement Committee has been obtained:

C1.2.11.3.1 any transfer of any amount of shares of the Contractor;

C1.2.11.3.2 any change in the composition of the Contractor;

C1.2.11.3.3 any change in the ownership of the Contractor; or

C1.2.11.3.4 any material change in the constitution, memorandum, articles of association or similar document providing for the creation, formation or incorporation of the Contractor.

C1.2.11.3.5 Any change on the BEE component of the contractor.

C1.2.12 INDEMNITY

C1.2.12.1 The Contractor hereby indemnifies and holds harmless the Client against any loss, liability, damage, harm, which the Client may suffer and/or any claim which may be brought against the Client whether it be a claim by the Contractor, the Contractor's members, employees, agents, or representatives, or by any third party, or the estate of such person or entity; arising from or connected directly or indirectly to:

C1.2.12.1.1 the Contractor's performance, non-performance or malperformance of any of the terms of this agreement (including without limitation the provision, performance, rendering or supply of the Services, and the breach of any warranty contained in this agreement, or the use or occupation of the Premises, and/or the Service Area, or the Contractor not having disclosed any fact or circumstance material to this agreement, or the Contractor not having the necessary authority or approvals to enter into this agreement); and/or

C1.2.12.1.2 any act or omission of any or all of the Contractor's members, employees, agents, representatives, and/or suppliers;

C1.2.12.1.3 any damage to, loss of, and/or destruction of property belonging to or in the possession of a commuter, harm, loss, theft, or destruction to property belonging to, in the possession of, and/or under the control of the Client;

C1.2.12.1.4 any harm, injury or death suffered or sustained by a commuter, where such harm arises from, is connected to or is caused by an act or omission of the Contractor's employees, agents, representatives, or by an act of any third party where such act occurs near or within the proximity of any employee, agent, representative of the

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Contractor and such employee, agent, representative could or should have prevented same from occurring.

C1.2.12.2 Such indemnity shall extend also to all expenditure, disbursements, and all legal costs on an Attorney and Own-Client basis which may be incurred by the Client as result of such loss, liability, damage or claim including without limitation the cost of opposing any action, motion, or prosecuting any appeal, and the cost of obtaining professional opinion relating to any aspect of same, as well as but not limited to any of the following:

- C1.2.12.2.1 any damage to the Client's property, whether movable or immovable;
- C1.2.12.2.2 loss, harm, or destruction of property belonging to the Client, whether movable or immovable;
- C1.2.12.2.3 liability in respect of any damage, loss, harm or destruction of property, whether moveable or immovable, belonging to commuters and/or third parties;
- C1.2.12.2.4 liability in respect of death, injury, unlawful/wrongful arrest, malicious prosecution, assault, defamation, unlawful search, illness or disease to commuters, the Client employees and/or third parties.

C1.2.13 INSOLVENCY

Should the Contractor commit any act of insolvency or being a natural person be sequestrated or assign, surrender or attempt to assign or surrender his estate or being a partnership be dissolved, or be liquidated or placed under judicial management or be wound up (whether provisionally or finally), no payments due and payable from that date shall be made by the Client to the Contractor direct, but only to the liquidator, trustee or judicial manager as the case may be of the estate.

C1.2.14 CONFIDENTIALITY

- C1.2.14.1 The Contractor expressly undertakes to keep confidential and not to disclose to any person:
 - C1.2.14.1.1 the details of this contract, the details of the negotiations leading to this contract, and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in his contract; and
 - C1.2.14.1.2 all information relating to the business or the operations and affairs of the parties (together "confidential information");

without the prior written consent of the Client, which consent may be withheld.

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- C1.2.14.2 The Contractor agrees to keep all information confidential and to disclose it only to those officers, directors, employees, consultants and professional advisors in its employ who:
- C1.2.14.2.1 have a need to know (and then only to the extent that each such person has a need to know);
 - C1.2.14.2.2 are aware that the confidential information should be kept confidential;
 - C1.2.14.2.3 are aware of the disclosing party's undertaking in relation to such information in terms of this contract; and
 - C1.2.14.2.4 have been directed by the disclosing party to keep the confidential information confidential.
- C1.2.14.3 The undertakings given by parties in relation to the maintenance and non-disclosure of confidential information in terms of this contract, do not extend to information that is required by the provisions of any law, statute or regulation or during any court proceedings and subject to the provisions of this contract, the party required to make the disclosure has taken all responsible steps to oppose or prevent the disclosure of and to limit, as far as reasonably possible, the extent of such disclosure and has consulted Metrorail prior to making such disclosure.

C1.2.15 COMPLIANCE WITH STATUTES AND SAFETY RULES

The Contractor shall, in addition to the Acts stipulated in the General Conditions of Contract, comply with the following Acts: -

- (i) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- (ii) The Hazardous Substance Act (Act 15 of 1973) as amended.
- (iii) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
- (iv) The Environmental Conservation Act (Act 73 of 1989).
- (v) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- (vi) Conservation of Agricultural Resources Act (Act 43 of 1983) as amended.
- (vii) Common law of nuisance.
- (viii) Mountain Catchment Area Act (Act 63 of 1970).
- (ix) The National Veld and Forest Fire Act (Act 101 of 1998).
- (x) The National Heritage Resources Act (Act 25 of 1999).

The Contractor shall ensure that the application of herbicides is done in the presence and under the supervision of a registered Pest Control Operator. The Pest Control Operator must be registered with the Department of Forestry, Fisheries and the Environment in the field of industrial weed control in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.

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C1.2.16 USE OF LOCAL LABOUR AND LOCAL BUSINESSES

In order for the project to be successful, the Contractor will be required to identify job opportunities for labour and subcontracting opportunities for businesses from local communities along the site of the Works. In particular consideration should be given to the employment of neighbourhood watches and local security businesses for security services. The Contractor shall employ Community Liaison Officers (CLO's) for each Subcouncil area along the site of the Works.

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OF SOUTH AFRICA

C1.2 – Contract Data

Part 2 (To be completed by the Contractor)

The name of the Contractor is:

The address of the Contractor is:

Telephone:

Facsimile:

Address (physical):

.....

.....

Address (postal):

.....

.....

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PRASA

C1.3 – T287 GENERAL CONDITIONS OF CONTRACT (MINOR WORKS CONTRACTS)

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1. DEFINITIONS

Adjudicator means any officer higher up in the Manager's hierarchy in the office of the **Regional Manager, Metrorail Western Cape** and appointed by PRASA to function as Adjudicator.

Manager means any person appointed by PRASA from time to time to supervise and take charge of the contract.

Material means any constructional substance or ingredient, which will form a permanent part of the Works.

Normal Working-hours means the hours of work as determined by a wage regulating measure or statutory enactment for any trade or activity, during which the basic minimum rate of pay is applicable and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the hours will be 07:00 to 17:00 Mondays to Fridays excluding a daily meal break.

Site means the land and any other place on, under, over, in or through which the Works are to be executed or carried out.

Works means the work to be performed in terms of the contract.

2. CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL

The Contractor will not be allowed to cede or assign his rights and/or obligations under the contract or to sublet the contract work or any part thereof, without the consent of the Manager. Breach of this condition will entitle PRASA to cancel the contract forthwith.

3. EXECUTION OF WORK

The Contractor shall carry out the Works in a thorough and workmanlike manner and to the satisfaction of the Manager.

4. CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor shall supply all necessary labour, tools, equipment and materials, except for such resources, which are to be supplied by PRASA in terms of any special contract conditions attached hereto.

5. INSPECTION OF SITE

The Contractor shall be held to have inspected the site and to have satisfied himself, before submitting his tender, as to the nature of the ground and subsurface, underground services, the form and nature of the site, the nature of the Works, the quantities and materials necessary for completion of the Works and the means of access to the site.

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6. SUFFICIENCY OF TENDER

The Contractor shall be held to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the schedule of quantities and prices. These rates and prices shall be sufficient and shall be deemed to cover all the Contractor's obligations under the contract and everything necessary for the proper completion and maintenance of the Works.

7. COMPLIANCE WITH STATUTES AND SAFETY RULES

7.1 The Contractor shall comply with all applicable legislation and PRASA safety requirements adopted from time to time and instructed by the Manager. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.

7.2 The Contractor shall, in particular, comply with the following Acts: -

- (i) The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993; The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- (ii) The Occupational Health and Safety Act (Act 85 of 1993); The Contractor is, in terms of section 37(2) of Act 85 of 1993 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. The agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- (iii) ~~The Explosive Act No. 26 of 1956 (as amended); The Contractor shall, when applicable, furnish the Manager with copies of the permits authorising him or his employee, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act. (As discussed add other legislation appearing on general conditions of contract not mentioned here)~~
- (iv) The Labour Relations Act, 1995 (Act No. 66 of 1995);
- (v) The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
- (vi) The Employment Equity Act, 1998 (Act No. 55 of 1998);
- (vii) Value-added Tax Act, 1991 (Act. No. 89 of 1991);
- (viii) Income Tax Act, 1962 (Act No. 58 of 1962);
- (ix) National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002); and

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- (x) Provincial Ordinances and Local Authority By-laws, and all relevant Regulations framed thereunder having an effect on his business or the operator provided in terms of this agreement.
 - (xi) Compliance with all applicable legislation shall be entirely at the Contractor's cost.
- 7.3 The Contractor shall comply with the current PRASA Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Manager. Documentary proof of his procedural compliance with the Act and particulars of the Health and Safety Programme to be implemented on the site in accordance with the Specification E.4E.
- 7.4 The Contractor's Health and Safety Programme shall be subject to agreement by the Manager, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment - E7/1, if applicable, and shall take particular care of the safety of his employees working on or in close proximity to a railway line during track occupations as well as under normal operational conditions. He shall also comply with all other safety rules, regulations and guidelines of PRASA applicable to the nature of Works carried out in terms of the contract, and shall obtain the particulars thereof from the Manager.
- 7.5 In addition to compliance with clause 7.2 hereof, the Contractor shall report all incidents in writing to the Manager. Any incident resulting in the death of or injury to any person on the Works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

8. HOURS OF WORK

The Contractor shall confine his work to normal working hours except when work outside these hours is permitted by the Manager at the Contractor's request or ordered by the Manager.

9. DELEGATION OF MANAGER'S POWERS

The Manager may delegate in writing to any deputy or other person any of his powers or functions under the contract.

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10. MATERIALS SUPPLIED BY PRASA

Should any materials be supplied by PRASA, it will be conveyed to the nearest convenient station or siding, and shall thereafter be off-loaded and transported to the work site by the Contractor who will be held responsible therefore until the satisfactory completion of the contract. All surplus materials shall be handed back to PRASA on completion of the Works and, if so required by the Manager, shall be transported by the Contractor to the nearest station or siding.

11. EQUIPMENT PROVIDED BY PRASA

In the event of any equipment being provided by PRASA to facilitate the carrying out of this contract, the Contractor undertakes to return all such equipment to PRASA and, if required by the Manager, shall transport it to the nearest station or siding. The Contractor shall make good any loss of or damage to such equipment, whether or not caused by his negligence, except where the damage is due to ordinary wear and tear.

12. MAKING GOOD LOSS OF MATERIALS

On completion or termination of the Works the Contractor shall be liable for the cost of making good any loss or deficiency in materials supplied by PRASA and not returned to PRASA or necessarily used on the Works.

13. CONTRACTOR'S SUPERVISION

The Contractor shall exercise supervision over the Works at all times during hours of work, or shall be represented by an agent having full power and authority to act on his behalf.

14. ALTERATIONS, EXTRAS, ADDITIONS AND OMISSIONS

The Manager may order alterations, extras, additions to or omissions from the Works. The Contractor shall carry out or give effect to such orders from the Manager. The rates for such work shall be agreed between the Contractor and the Manager and, where possible, rates quoted in the schedule of quantities shall form the basis, as far, as may be reasonable, of such agreement.

15. CARE OF THE WORKS

The obligation to take care of and provide custody for the contract work and everything connected therewith, shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage during the progress of the Works.

16. BLASTING*

~~Blasting in the vicinity of open lines shall be carried out in accordance with PRASA Specification for Works On, Over, Under or Adjacent to Railway lines and near High Voltage Equipment, E7/1 and will be permitted only during intervals between trains. A person appointed by PRASA will control blasting operations. Such person will be in telephonic communication with the nearest control station, and the Contractor shall carry out his instructions implicitly.~~

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~~The Contractor shall have labour available to clear any stones or debris deposited on the track by blasting. Any damage to the track, overhead electrical equipment or other PRASA property caused by blasting will be repaired by PRASA at the Contractor's cost.~~

~~* **Delete if not applicable.**~~

17. CONTRACTOR TO CLEAR SITE

After expiry of the maintenance period and when all making good of defects has been completed the Contractor shall remove all remaining plant, equipment and material and leave the site in a clean, neat and tidy condition.

18. CONTRACTOR TO APPLY FOR ADDITIONAL TIME AND/OR ADDITIONAL EXPENSE

If the Contractor suffers delay or incurs extra expense as a result of delay on the part of PRASA in supplying such materials as are to be provided by it, or for any other reasons, the Contractor may apply in writing to PRASA within fourteen days after such delay has ended for extra time and/or extra payment.

PRASA will, after investigation, grant such extension of time and/or authorise the payment of such sum as is reasonably adequate to cover the delay and/or compensate for the extra expense which, in its opinion, the Contractor has suffered or incurred directly as a result of any of the circumstances for which relief is sought, provided always that no payment will be authorised for any additional expense which does not arise from delays attributable to PRASA or from an increase in quantities in the schedule of quantities, or alterations, extras or additions ordered by PRASA.

19. CERTIFICATE OF COMPLETION AND REMOVAL OF PLANT AND EQUIPMENT

When the Works have been completed to the satisfaction of the Manager and left in a clean, neat and tidy condition the Manager will give the Contractor a Certificate of Completion confirming that the Works have been completed and stating the date on which the maintenance period, referred to in clause 21, is to commence.

On receipt of the Certificate of Completion the Contractor shall remove from the site, all plant, equipment, material and temporary works not required for maintenance of the Works.

20. PENALTIES FOR LATE COMPLETION

Should the Contractor fail to complete the work by the date or within the period stipulated, or by such extended date as may be allowed by PRASA in terms of clause 18, he shall pay to PRASA as penalties in terms of the Conventional Penalties Act of 1962 (as amended) for each day or part thereof during which the Work remains uncompleted, the amount stated in the Tender Enquiry/Contract Document.

Application for relief from the obligation to pay a penalty will be considered by PRASA, but shall be granted only if the Contractor can prove to the reasonable satisfaction of PRASA that the penalty is out of proportion to the prejudice suffered by PRASA by reason of the act or omission in respect of which the penalty was stipulated.

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21. MAINTENANCE PERIOD

The Contractor shall make good to the satisfaction of the Manager all defective material and workmanship which, in the opinion of the Manager, are not in accordance with the contract, and which may appear within a period of six months or such period stipulated in the Project Specification or drawings attached, after the date of completion as certified by the Manager.

22. RETENTION MONEY

Ten percent of the value of the work completed as reflected by the monthly progress measurements or estimates will be retained by PRASA for the due and proper fulfilment of the contract until the retention money is sufficient in the opinion of the Manager for the protection of PRASA.

PRASA is entitled to hold all or portion of the retention money until the completion of the contract and the expiry of the maintenance period.

23. PAYMENT OF SALARIES AND WAGES

Should the Contractor fail to pay the salary or wages of any person employed by him within 48 hours of the said salary or wages becoming due, the Manager may, in his discretion, and in addition to applying any other remedy which PRASA may have, pay such salary or wages to such person. In the event of any such payment being made by the Manager, PRASA may recover the same from the Contractor as hereinafter provided.

24. RECOVERY OF MONEY FROM CONTRACTOR

Any and all money that may be payable to PRASA by the Contractor in terms of any clause of these conditions or any other condition incorporated in the contract, may be recovered from the Contractor by deduction or recovery –

- (i) from money, including retention money, due to or to become due to the Contractor under this or any other contract with PRASA or
- (ii) In any other manner decided upon by PRASA.

25. PAYMENT CERTIFICATES

25.1 Issue of certificate

On or about the fifteenth day of each month either the Manager or the Contractor shall make a progress measurement or an estimate of the work done. Thereafter the Manager will issue a certificate authorising payment of such sum as he may consider represents the value of work completed.

25.2 Authority for payment

The Contractor shall be entitled to receive payment of the amount authorised in the said certificate subject to deduction of retention money in terms of clause 22. Any such payment, except the

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payment certified by the Manager as the "final payment", shall be regarded as an open payment and both the certificate and payment shall be subject to revision and adjustment by the Manager if at any time he is of the opinion that the certificate does not represent accurately the proportion or value of work completed having regard to the remaining portion of the Works still to be executed by the Contractor.

25.3 Cheque Payments

Except where expressly agreed to the contrary with PRASA, the Contractor requests and authorises PRASA to send any amount due to him by registered post to his known postal address or any other address requested in writing by the Contractor. The Contractor authorises the SA Post Office Limited to act as his representative and the risk that such payment does not reach him transfers to the Contractor after the posting thereof.

26. CONTRACT PRICE ADJUSTMENT

The contract price will not be subject to cost escalation. All increases in cost from whatsoever cause shall be at the Contractor's risk and all decreases in cost shall be to his benefit.

27. TERMINATION OF CONTRACT

Should the Contractor be grossly inefficient or negligent in the carrying out of the contract or should he fail to fulfil any term or condition of the contract, the Manager shall have the right to declare the contract cancelled and to invoke any safeguards in favour of PRASA in terms of the contract.

28. INSURANCE OF THE WORKS AND RELATED RISKS

- 28.1 The Contractor shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the Work.
- 28.2 Insurance of the Works and public liability insurance where considered necessary by the Manager, will be arranged by PRASA and at its costs.(Refer to the attached insurance Schedule).
- 28.3 The extent of cover, subject to the terms, conditions and exceptions of such insurance policy, shall be as follows: -
- (i) The Contract Works Section, Section I, if included, will provide cover against physical loss of or damage to the Works, temporary works and materials, plant and equipment to be incorporated into the Works up to the limits and subject to the exceptions stated in the Policy.(Refer to attached Insurance Schedule)
 - (ii) The Public Liability section, Section II, if included, will provide indemnity up to the limit stated in the Policy, against legal liability for accidental death of or injury to third party persons and accidental loss of or damage to third party property arising out of, or in connection with the carrying out of the contract. (Refer to the attached Insurance Schedule)
- 28.4 The Contractor shall, prior to submitting his tender, acquaint himself with the Policy included as to the scope of cover provided by it and shall observe all the conditions and requirements thereof.

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28.5 In the event of any occurrence, which is likely, to give rise to a claim under the Policy the Contractor shall complete the necessary claims advice forms and submit all claims to PRASA insurance brokers through the Manager. The Contractor shall be responsible for payment of all the amounts stated in the Policy as being the deductibles.

28.5 The Contractor shall, in his own interests, obtain insurance as indicated in the Insurance Schedule as attached.

29 RESOLUTION OF DISPUTES

29.1 If a dispute of any kind whatsoever arises between the Manager and the Contractor in connection with any matter arising out of the contract the matter shall be referred in writing by the Contractor to the Adjudicator not later than 14 calendar days after the receipt by the Contractor of the decision of the Manager.

29.2 The Adjudicator shall within 21 calendar days of the date of referral of the matter to him decide the matter, and advise the Contractor and the Manager of his decision and of the facts and provisions of the Contract on which the decision is based.

29.3 The Adjudicator's decision shall be final and binding on the parties unless the Contractor has, within 14 calendar days of the date of the Adjudicator's decision, notified PRASA of his dissatisfaction with the Adjudicator's decision and of his election that the dispute be referred to arbitration. Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act 42 of 1965 as amended).
The arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators of South Africa.

29.4 The appointment of the arbitrator shall be made by agreement between the parties, after a written submission by either party to the other, of a shortlist containing the names of 3 suitably qualified persons.
If the parties fail to agree within 14 calendar days of receipt of the request, either party may apply for the nomination of a suitably qualified person by the Chairperson for the time being of the Association of Arbitrators of South Africa or by the Vice Chairperson in the absence of the Chairperson.

29.5 The Arbitrator shall have unfettered discretion and jurisdiction to decide the dispute and the arbitration procedures to be followed, subject to the provisions of clause 29.3 hereof.

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INSURANCE SCHEDULE TO THE SMALL CONSTRUCTION CONTRACT: CONDITIONS OF CONTRACT

1. PRASA INSURANCE BROKERS:

Alexander Forbes

c/o Group Executive Manager: Risk and Legal

PRASA Ltd

Umjantshi House

30 Woolmarans Street,

BRAAMFONTEIN

(Postal address:

Private Bag X101,

Braamfontein, 2017.)

Tel: 011 773 1600

Fax: 011 773 1622

2. INSURANCES ARRANGED BY PRASA

2.1 Contract Works Insurance:

In respect of loss or damage-

2.1.1 Limit of indemnity

- Contract works - full value limited up to R 70 000 000.00 per contract.

2.1.2 Deductibles

- Contracts up to R 2,500,000.00 R 5,000.00
- Contracts between R 2,500,001.00 and R 5,000,000.00; R 10,000.00
- Contracts between R 5,000,001.00 and R 20,000,000.00; R 15,000.00
- Contracts between R 20,000,000.00 and R 50,000,000.00; R 20,000.00
- Contracts between R 50,000,001.00 and R 70,000,000.00; R 30,000.00

2.2. Public Liability Insurance

2.2.1. Limit of indemnity – R 10 000 000.00

2.2.2. Deductibles

In respect of Liability arising out of-

- Loss of or damage to public utilities R 10,000.00
- Loss of or damage to any property R 5,000.00
- Loss of or damage due to Spread of Fire R 10,000.00

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2.3. SASRIA Special Risk/ Riot Insurance: Arranged

Note: The above limits and deductibles are renewable annually. The new insurance policy is effective from 01/06/2023 to 31/05/2024.

3. INSURANCES TO BE ARRANGED BY CONTRACTORS

3.1 Insurance Effected by the Contractor

The Contractor and Sub-contractor shall, where applicable, provide as a minimum the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
 - b) Insurance in terms of the provisions of the Workmen's Compensation Act No. 30 of 1941 as amended.
 - c) Employer's Common Law Liability Insurance
 - d) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than the amount specified in the Schedule hereto.
 - e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site PRASA shall be entitled to require the Contractor to satisfy PRASA that adequate Professional Indemnity Insurance in respect of liability arising from any act, omission or neglect in such design work has been arranged.
- 3.2
- a) The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by PRASA (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to PRASA the relevant Policy of Policies of Insurance.
 - b) If the Contractor fails to effect and keep in force the insurances referred to then PRASA may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by PRASA from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

3.3 Sub-contractors

The Contractor shall:

- a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of this clause, and

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b) enforce the compliance by Sub-contractors with this clause where applicable.

In addition to the Insurance policies required in clause 28 where the value of the contract works exceeds R70,000,000.00, contractors are required to insure the contract works for the difference between the value of the contract works and R 70,000,000.00.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Overview and extent of the works

- The control and eradication of vegetation by cutting vegetation and applying chemical herbicides by portable and/or other approved equipment or method.
- The management of vegetation which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities.
- The removal and disposal of all cut material and/or loose dead or dry branches and stumps.

C3.1.2 Location of the works

The location and extent of the site of the Works is between the property boundaries of PRASA all along the railway line and at yards and Infrastructure assets within Area Central of the Metrorail Western Cape region.

C3.2 ENGINEERING

Void

C3.3 PROCUREMENT

C3.3.1 Preferential procurement procedures

Procurement shall be done in accordance with Metrorail Policies and Procedures.

C3.3.2 Subcontracting

See clause 2 of the T287.

C3.4 CONSTRUCTION

C3.4.1 Applicable SANS 2001 Standards

None

C3.4.2 Applicable national and international standards

Refer to clause C1.2.15 of Part C1.2 – Contract Data: Part 1.

C3.4.3 Particular / Generic specifications

The following particular specifications (also referred to as “Project Specifications”) and generic specifications are applicable to this contract:

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- Specification for the Control of Vegetation
- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment
- E.4E: Safety arrangements and procedural compliance with the Occupational Health and Safety Act, (Act 85 of 1993) and applicable regulations.

C3.4.4 Plant, material and equipment

Except where otherwise specified, the Contractor shall provide all necessary labour, transport, plant, material, equipment, consumables, tools and services of every description required to complete the works included in this Contract and any other work arising from it.

The Contractor shall provide written certification of compliance with specification of any material (chemical) supplied by him.

No plant, material or equipment will be supplied by Metrorail.

C3.4.5 Existing services

The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as a result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Technical Officer.

C3.4.6 Site establishment

C3.4.6.1 Services and facilities provided by Metrorail

Metrorail will make sites available for the Contractor's camp upon request from the contractor. No other services or facilities will be provided by Metrorail.

C3.4.6.2 Services and facilities provided by the Contractor:

- **Site storage / camp site**
The Contractor shall clear and prepare the site for his camp and the cost thereof shall be included in the rates tendered for the Works.
The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals. The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.
- **Housing of employees**
No housing of employees of the Contractor will be allowed on the property of the Passenger Rail Agency of South Africa and the Contractor shall make

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his own arrangements for the housing of his employees.

- ***Water supply, light, power etc.***

The contractor shall make his own arrangements for the supply of water (for all purposes), light, power, approved portable sanitation facilities, and telephones as required for his camp site and on the site of the Works. Water may be obtained from existing Metrorail points of supply, but the Contractor shall ensure that the water is suitable for the application of herbicides.

- ***Contractor's agent and communication***

Refer clause 13 of the T287. The Contractor or his duly authorised agent shall at all times be in possession of a cellular phone, in working condition, so as to enable the Technical Officer to communicate with the Contractor at all times during the duration of the contract. The Contractor shall allow for this in his rates tendered for the Works.

- ***Site office and Accommodation for the Technical Officer***

No site office will be required for the Technical Officer.

- ***Tidiness of site***

The contractor shall continuously clear and dispose of rubbish, debris, waste and surplus materials to maintain the site in a tidy state.

- ***Removal of facilities established on site***

On completion of the contract the Contractor shall remove all established facilities from the site and restore the site as directed by the Technical Officer.

- ***Security***

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

Security personnel shall all be PSIRA registered with a clear criminal record and no criminal pending cases.

All security officials utilised on this project must be South African Citizens.

All personnel employed by the Contractor including his sub-contractors must have undergone a Health and Safety Induction.

PRASA reserves the right to conduct ad-hoc inspections to ensure compliance.

Bidders are to note that the successful bidder shall be responsible to protect his own site establishment, his own tools and equipment, materials and works as well as labour.

C3.4.7 Occupation and Work Permits

No occupations and work permits, except where branches closer than 1m from overhead high-voltage track equipment (OHTE) need to be cut, will be granted and the contractor shall plan and execute the Works in such a manner that the safe passage of trains will not be affected. Clearances as set out in the E7/1 specification shall at all times be adhered to. Should occupations and work permits be required to cut branches closer than 1m from OHTE, the Contractor shall apply for such at least 3 weeks in advance of the dates that the occupations and work permits are required.

C3.4.8 Safety Clothing

The Contractor shall supply all relevant safety clothing to all supervision and labour. The Contractor shall also supply approved reflective vests to all supervision and labour so that they are more visible to train drivers. No separate payment will be made for safety clothing, as the contractor shall allow for this in his rates tendered for the Works.

C3.4.9 Covid-19 Measures

The Contractor shall implement measures required in terms of Covid-19 regulations. No separate payment will be made for such measures, as the contractor shall allow for this in his rates tendered for the Works.

C3.5 MANAGEMENT

C3.5.1 Management of the Works

C3.5.1.1 Project Manager and Technical Officer

The Project Manager for this contract will be the **Regional Engineer, Perway Maintenance, Infrastructure, Metrorail Western Cape**. The Technical Officer will be appointed by the Project Manager to administer the performance and the execution of the Works according to the powers and rights held by and obligations placed upon him in terms of the Contract.

C3.5.1.2 Programme of Work

The Contractor shall submit, within two (2) weeks of the date of acceptance of his tender, a programme of work in the form of a bar chart or as otherwise directed by the Technical Officer showing the duration, starting time and completion date of each major activity in the contract. Where the activity is ongoing and not of a one-off nature the proposed weekly production rate shall be indicated.

The Contractor's programme for Annual Vegetation Control shall allow for commencement with the initial application of herbicides at the appropriate timing for achieving maximum success (i.e. at the start of the rainy season) and for

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completion in the shortest possible time, but not later than 3 months after commencement of the initial application.

The Contractor shall ensure that there will be no deviation from the required standard of vegetation control, as per clause P4 and P5 of the Specification for the Control of Vegetation, from the first Annual Vegetation Control inspection through to the completion date of the contract.

The particulars to be provided in respect of the vegetation control programme shall include but not be limited to the following:

- An assessment, based on a proper site investigation, of the nature and types of vegetation to be controlled in the contract area.
- The appropriate methods and procedures to be implemented to achieve the standards of control required.
- The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security.

The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:

- Ascertaining the nature of vegetation infestation and factors that could influence the work.
- Monitoring the standard of vegetation control achieved.
- Identifying any damage or hazards which may have been caused by the vegetation control operation.
- Planning of timeous execution of remedial work where control is not being achieved.

C3.5.1.3 Co-operation with Metrorail Staff

The Contractor shall co-operate with Metrorail's and other workmen on site, to their mutual benefit. All necessary co-operation will be afforded the contractor to enable the speedy completion of his work. However, should any dispute regarding the sequence or priority of the work arise, the decision of the Manager in this matter shall be regarded as final.

C.3.5.1.4 Site Meetings

The Technical Officer will arrange site liaison meetings as necessary. The Contractor or his duly authorised representative shall be available when called upon to attend site meetings with the Technical Officer or his representative.

C.3.5.1.5 Site Instructions and Site Diary

All instructions to the Contractor shall be in writing and shall be deemed to have been received if left with the Contractor or his agent at the Works or at the business premises of the Contractor or at his office on the site. The Contractor shall supply and have available on site at all times two triplicate carbon copy books. In one book, site instructions shall be recorded. The other book shall be used by the Contractor as a diary for recording day by day the state of the weather, the work done each day, labour and plant on the site of the works and full details of any circumstance which may affect the progress of the Works. The original sheet of each set of 3 pages will be removed from both books and retained by the Technical Officer. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the Works.

C3.5.2 Health and Safety

C3.5.2.1 Health and Safety specifications

Most of the activities pertaining to the works will be executed on, over, under or adjacent to railway lines and near High Voltage equipment.

Trains will be operated on the railway lines while work is in progress. The Contractor shall at all times perform the work in such a manner that the tracks are safe for the passage of trains.

The contractor shall at all times be responsible for the safety of his personnel on the site of the works while paying special attention to the danger of them being over-run by passing trains.

The following generic (Standard) PRASA specifications are applicable to this contract:

- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the E7/1 specification)
- E.4E: Safety arrangements and procedural compliance with the Occupational Health and Safety Act, (Act 85 of 1993) and applicable regulations.

C3.5.2.2 Site Access Certificate

Refer Annexure 4 of the E4E specification. A Site Access Certificate will not be issued unless the contractor's Health and Safety programme has been approved by the Technical Officer.

C3.5.2.3 Non-Compliance to Contractual Safety Conditions

Metrorail reserves the right to stop the Works and report the Contractor to the

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Department of Labour should the Contractor fail to adhere to any of the contractual safety conditions. No extension of time claims or relief of penalties requests arising from Works being stopped due to the Contractor's failure to comply with contractual safety conditions will be entertained.

C3.6 Annexes

C3.6.1 Particular Specifications: (Also referred to as "Project Specifications")

- Specification for the Control of Vegetation

C3.6.2 Generic Specifications: (also referred to as "Standard Specifications")

- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the E7/1 specification)
- E.4E: Safety arrangements and procedural compliance with the Occupational Health and Safety Act, (Act 85 of 1993) and applicable regulations.

PARTICULAR (PROJECT) SPECIFICATIONS

(05/2023/CTN/INFRA)

Specification for the Control of Vegetation

P1. Scope of Work

The project entails the control and eradication of weeds, declared invader plants, shrubs, bushes, grass, reeds and trees by cutting vegetation and applying chemical herbicides by portable and/or other approved equipment or method as well as the management of vegetation which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities in rail reserves, yards and Infrastructure assets.

The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Metrorail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Metrorail and shall in no way relieve the Contractor of his responsibility for satisfactory control of vegetation.

The Contractor shall obtain his own information regarding species occurrence and extent of vegetation to be controlled in order to comply with the required standards. He must also determine the best method to control the vegetation.

P2. Compliance

Where herbicide is to be used the Contractor shall ensure that this work is done in the presence and under the supervision of a registered Pest Control Operator. The Pest Control Operator must be registered with the Department of Forestry, Fisheries and the Environment **in the field of industrial weed control** in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.

P3. Cutting of vegetation

The contractor shall take the necessary precautions to prevent damage to Metrorail assets and other public or private properties. Where trees are too long and at a risk to damage property, the trees shall be cut in sections from the top downwards.

Weeds, grass, small shrubs and bushes shall be cut with acceptable weed cutters or brush cutters to a height of not more than 100mm above ground level.

Woody plant material, i.e. trees, shrubs and bushes, shall be cut with acceptable chainsaws or brush cutters to a height of 100mm above ground level and the remaining stumps treated immediately after cutting with herbicide so that they cease to exist as living organisms or entities. The herbicide shall be mixed with a dye to indicate application.

Desirable plants shall only be trimmed back to the satisfaction of the Technical Officer.

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Obstructing vegetation to be trimmed includes all vegetation of the following nature:

- All protruding vegetation (inclusive of overhanging canopies) within 4m of the centre of the track.
- All vegetation obstructing the line of sight of essential rail traffic signage.
- All other vegetation as pointed out by the Technical Officer that is deemed threatening to the normal operation of the track.

All cut material and/or loose dead or dry branches and stumps within the worked area shall be removed from site within 5 days and dumped at an approved municipal dumping site. The Contractor may make use of a chipper, but chipped material shall be removed from PRASA's property.

No extra payment will be made for dumping as the contractor is expected to include for this in his tendered rates.

Failure to remove cut, dead or dry vegetation within 5 days shall result in Metrorail charging the Contractor a penalty fee of R500.00 per day, which shall be deducted from money due to the Contractor.

P4. Annual Vegetation Control in Rail Reserves (track area width)

Control is achieved when:

- (i) all existing or potential growth of vegetation (excluding desirable plants) is permanently destroyed or impaired by the application and effects of chemical herbicides, to the extent that:
- the constituent parts of all plants occurring within the area of treatment cease to exist as living organisms or entities; and
 - plants higher than 100mm have been cut back to a height of 100mm and that the remaining parts of the plants cease to exist as living organisms or entities; and
 - the development of new growth, such as seedlings or saplings, of vegetation, is effectively counteracted or suppressed to the extent that there is no live vegetation growth exceeding 500mm in any dimension occurring in the work area for at least 6 months.

Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an **ongoing basis** and not only at the time of measurement and payment inspections.

- (ii) desirable plants and obstructing vegetation have been trimmed up to a height of 4m at the time of measurement and payment inspections.
- (iii) there are no cut material and/or loose dead or dry remains of vegetation within the treated area which may constitute a hazard, danger or hindrance to Metrorail's personnel, assets, equipment, trucks or operations.

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The treatment area includes the area within 4m of the centre of the track up to 100m from station platform ends. The treatment area normally includes the area between railway lines where railway lines are more than 8m apart.

The Contractor's methods and program of vegetation control shall provide rapid and effective control in all areas given to him. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

Burning and hoeing of plant material will not be allowed as a method of achieving control. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) are incapable of meeting the definition of control and shall not be used.

Only registered herbicides may be used. The types of herbicide and the methods of application to be employed are subject to the approval of, and monitoring by the Technical Officer. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned. Any deviation from the approved method of work or use of herbicides shall be subject to the approval of the Technical Officer.

Herbicides shall be applied evenly and uniformly as a full cover spray to actively growing leaves and stems by means of suitable rucksack sprayers and/or other approved equipment or method.

The contractor shall take the necessary precautions to prevent damage to Metrorail assets and other public or private properties.

Certain protected plant species and desirable plants are not to be chemically treated and must be identified by the contractor prior to the start of his programme.

Where plant material, stipulated in the paragraph above, are severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

No felling of vegetation will be allowed during the two months preceding final inspection for a season or a year's program. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All areas where such felling or herbicide applications were done will be rejected.

The overall standard of control to be achieved by the Contractor over the total work area will be determined by application of the following formula:

$$\text{Overall Control} = \frac{\text{Total work area treated} - \text{Work area rejected}}{\text{Total work area treated}} \times 100$$

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The overall standard of control to be provided over the total work area shall be 80% for the first season/year and 90% for the second season/year. Failure by the contractor to achieve the overall standard of control shall constitute a material breach of contract by the Contractor, which will entitle Metrorail to act in terms of clause 27 of the T287 General Conditions of Contract.

P5. Annual Vegetation Control in Rail Reserves (wider reserve)

Control is achieved when:

- (i) all vegetation higher than 100mm (excluding desirable plants) has been cut and treated as specified in clause P3 above.
- (ii) desirable plants and obstructing vegetation have been trimmed up to a height of 4m at the time of measurement and payment inspections.
- (iii) there are no cut material and/or loose dead or dry remains of vegetation within the treated area which may constitute a hazard, danger or hindrance to Metrorail's personnel, assets, equipment, trucks or operations.

The treatment area includes the areas between the PRASA boundaries and the railway lines. The treatment area includes certain large areas between railway lines where railway lines are far apart, e.g. at Bonteheuwel and Philippi.

The contractor shall take the necessary precautions to prevent damage to Metrorail assets and other public or private properties.

No felling of vegetation will be allowed during the two months preceding final inspection for a season or a year's program. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All areas where such felling or herbicide applications were done will be rejected.

The overall standard of control to be achieved by the Contractor over the total work area will be determined by application of the following formula:

$$\text{Overall Control} = \frac{\text{Total work area treated} - \text{Work area rejected}}{\text{Total work area treated}} \times 100$$

The overall standard of control to be provided over the total work area shall be 80% for the first season/year and 90% for the second season/year. Failure by the contractor to achieve the overall standard of control shall constitute a material breach of contract by the Contractor, which will entitle Metrorail to act in terms of clause 27 of the T287 General Conditions of Contract.

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P6. Annual Vegetation Control in Yards and Infrastructure Assets

Control is achieved when:

- (i) all existing or potential growth of vegetation (excluding desirable plants) is permanently destroyed or impaired by the application and effects of chemical herbicides, to the extent that:
 - the constituent parts of all plants occurring within the area of treatment cease to exist as living organisms or entities; and
 - plants higher than 100mm have been cut back to a height of 100mm and that the remaining parts of the plants cease to exist as living organisms or entities; and
 - the development of new growth, such as seedlings or saplings, of vegetation, is effectively counteracted or suppressed to the extent that there is no live vegetation growth exceeding 150mm in any dimension occurring in the work area for at least 6 months.
- Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an **ongoing basis** and not only at the time of measurement and payment inspections.
- (ii) desirable plants and obstructing vegetation have been trimmed up to a height of 4m at the time of measurement and payment inspections.
- (iii) there are no cut material and/or loose dead or dry remains of vegetation within the treated area which may constitute a hazard, danger or hindrance to Metrorail's personnel, assets, equipment, trucks or operations.

The Contractor's methods and program of vegetation control shall provide rapid and effective control in all areas given to him. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

Burning and hoeing of plant material will not be allowed as a method of achieving control. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) are incapable of meeting the definition of control and shall not be used.

Only registered herbicides may be used. The types of herbicide and the methods of application to be employed are subject to the approval of, and monitoring by the Technical Officer. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned. Any deviation from the approved method of work or use of herbicides shall be subject to the approval of the Technical Officer.

Granular herbicides shall be applied evenly and uniformly by means of suitable granular spreaders and/or other approved equipment or method.

The contractor shall take the necessary precautions to prevent damage to Metrorail assets and other public or private properties.

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Certain protected plant species and desirable plants are not to be chemically treated and must be identified by the contractor prior to the start of his programme.

Where plant material, stipulated in the paragraph above, are severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

No felling of vegetation will be allowed during the two months preceding final inspection for a season or a year's program. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All areas where such felling or herbicide applications were done will be rejected.

The overall standard of control to be achieved by the Contractor over the total work area will be determined by application of the following formula:

$$\text{Overall Control} = \frac{\text{Total work area treated} - \text{Work area rejected}}{\text{Total work area treated}} \times 100$$

The overall standard of control to be provided over the total work area shall be 80% for the first season/year and 90% for the second season/year. Failure by the contractor to achieve the overall standard of control shall constitute a material breach of contract by the Contractor, which will entitle Metrorail to act in terms of clause 27 of the T287 General Conditions of Contract.

P7. Application of Herbicides (Provisional)

Chemical herbicides shall be applied to all vegetation other than desirable plants within the area to be treated. This vegetation shall include weeds, declared invader plants, shrubs, bushes, grass, reeds and trees all up to a height of 2m. Herbicides shall be applied evenly and uniformly as a full cover spray to actively growing leaves and stems by means of suitable rucksack sprayers and/or other approved equipment or method.

The techniques and chemicals employed shall be directed at rapid and effective vegetation control in all areas. Only registered herbicides may be used. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) shall not be used. The types of herbicides and the methods of application to be employed are subject to the approval of, and monitoring by the Technical Officer. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned. Any deviation from the approved method of work or use of herbicides shall be subject to the approval of the Technical Officer.

Control is achieved when all existing or potential growth of vegetation (excluding desirable plants) is permanently destroyed or impaired by the application and effects of chemical herbicides, to the extent that:

- the constituent parts of all plants occurring within the area of treatment cease to exist as living organisms or entities; and/or

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- the development of new growth, such as seedlings or saplings, of vegetation, is effectively counteracted or suppressed to the extent that there is no live vegetation growth exceeding 500mm in any dimension occurring in the work area for a period of 6 months after treatment.

The contractor shall take the necessary precautions to prevent damage to Metrorail assets and other public or private properties.

Certain protected plant species and desirable plants are not to be treated and must be identified by the Contractor prior to the start of his programme.

Where plant material, stipulated in the paragraph above, are severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

P8. Performance Monitoring and Evaluation

The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed herbicide application. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

The Technical Officer may at any time during the application periods carry out inspections of the Contractor's performance, methods and procedures. He may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor. The Technical Officer may order the Contractor to re-treat entire areas where such chemicals were applied.

The Technical Officer will during each growth season or year carry out five (5) official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Contractor shall be present or forfeit his right to dispute the measurements and evaluation of the Technical Officer.

The first inspection shall be done 1 month after commencement of the Contractor's initial treatment programme at the start of the annual rainy season, and after he has notified the Technical Officer that he has inspected the work and that control has been achieved, or is in the process of being achieved.

The second inspection shall be done 2 months after commencement of the Contractor's initial treatment programme at the start of the annual rainy season, and after he has notified the Technical Officer that he has inspected the work and that control has been achieved, or is in the process of being achieved.

The third inspection shall be done 3 months after commencement of the Contractor's initial treatment programme at the start of the annual rainy season, and after he has notified the Technical Officer that he has inspected the work and that control has been achieved, or is in the process of being achieved.

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The fourth inspection of the season shall be carried out at 20 weeks after completion of the Contractor's initial treatment programme and after he has notified the Technical Officer that he has inspected the work and that control has been achieved. The inspection may be brought forward but not by more than four (4) weeks. The inspection shall include all work areas included in the contract.

The fifth and final inspection of the season shall be carried out at 36 weeks after completion of the Contractor's initial treatment programme and after he has notified the Technical Officer that he has inspected the work and that control has been achieved. The inspection may be brought forward but not by more than four (4) weeks. The inspection shall include all work areas included in the contract.

During each of these inspections the work areas treated will be measured and evaluated. A work area that does not comply with the specified level of control will be recorded as a "rejected work area".

The rejection of work areas that do not comply with the standard of control for individual work areas will be final and valid for that inspection in that particular year. The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection. The rejection of a work area at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

In the case where the Technical Officer and the Contractor fail to agree on rejected work areas, the rejected work areas shall be recorded as "disputed work areas". The Contractor shall prepare an appropriate record of all disputed work areas in order that such disputes may be resolved by way of the dispute resolution procedures stipulated in the T287 General Conditions of Contract.

The Technical Officer may at any time after the first measurement order the Contractor to carry out remedial action, to be commenced within 2 weeks after being so ordered. Prior to the commencement of such remedial action a remedial work programme must be submitted to the Technical Officer for his approval. Failing to do so the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

P9. Damage to Fauna and Flora

The Contractor shall ensure that his employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be treated.

The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature which may damage crops vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants. The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and

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residual materials originating from the executing of the works. Containers and residual material shall not be disposed of on PRASA property or as part of PRASA refuse.

The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his work with the utmost care and responsibility.

The Contractor shall take the presence of drainage works in the work areas into account and shall ensure that no water-borne movement of herbicides is possible.

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C4.1 LOCATION AND ACCESS TO THE SITE OF THE WORKS

The location of the sites is indicated in the Bill of Quantities and will also be pointed out at the time of the site inspection.

Access to the site of the Works is by public roads joining up with the service/mechanisation roads of PRASA along the railway line. The Contractor shall not make use of private roads to gain access to the service/mechanisation roads unless he can produce documentary proof of consent from the owner of such road and indemnifies PRASA against any claims that may arise from the use of such private roads. The Contractor shall acquaint himself with the available access to the site and the condition of the roads during the site inspection.

Vehicle access to certain sections is restricted. The Contractor shall make his own arrangements with regard to access to the sites and shall allow for this in his rates tendered for the Works.

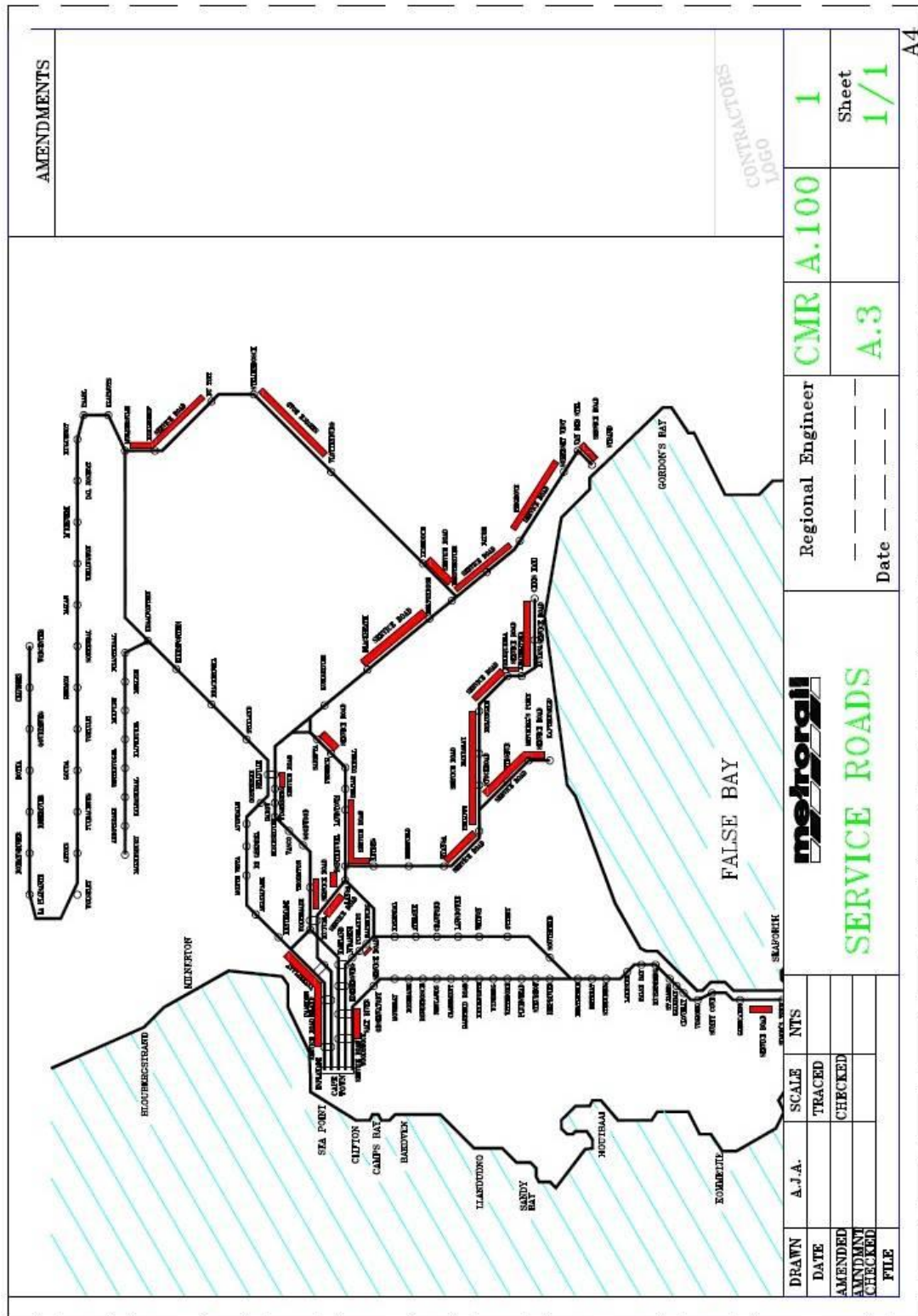
Attached drawing no. CMR-A.100-1-A.3 provides a rough indication of available service/mechanisation roads.

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OF SOUTH AFRICA



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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:

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

5.2 EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the

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following Evaluation Criteria depicted in Table 1 for the selection of the preferred bidder that shall execute construction work for the project.

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 70%
Stage 3	
Price	80
Specific Goals	20
TOTAL	100

Table 1: Evaluation criteria for the selection of a potential bidder

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

5.2.1 STAGE 1: COMPLIANCE REQUIREMENTS

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

Stage 1A – Mandatory Requirements - (To be submitted in envelope 1)

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL)	X
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	X
c)	Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties (If applicable). The agreement should indicate the leading bidder where applicable.	X
d)	The National Industrial Participation Programme Form (SBD5) must be completed and duly signed.	X

Table 2: Mandatory Requirements

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

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

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

No.	Description of requirement	
a)	Letter of Good Standing: COID	X
b)	Valid SARS Pin	X
c)	Company Registration Documents	X
d)	Copies of Directors' ID Documents	X
e)	CSD Supplier Registration Number	X
f)	Copies of the Rates and Taxes to Determine the Footprint	X
g)	Professional Registration of Key Personnel:	X
	Pest Control Operator (PCO) registered with the Department of Forestry, Fisheries and the Environment in the field of industrial weed control in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended. Pest Control Operator (PCO) must have a valid PCO registration certificate at time of tendering and for the duration of the contract. Should the PCO registration certificate not be renewed in time due to a backlog at the Department of Forestry, Fisheries and the Environment, a copy of the current certificate together with proof of renewal application from the Department of Forestry, Fisheries and the Environment must be submitted.	X
	NB: Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. If the qualification has been awarded in a language other than English, please provide translation in English.	

Table 3: Other Mandatory Requirements

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5.2.2 STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS - (to be submitted in envelope 1)

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is **70%** as per the standard Evaluation Criteria presented in Table 1 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in Table 4 below.

QUALITY/FUNCTIONALITY CRITERIA	SCORING		POINTS
1. Previous Company/Organisational Experience Provide evidence of previous experience in the form of completed projects/services/contracts related to chemical weed control that were done in the past 5 years. The evidence should come in the form of 5 (five) completed reference letters, where 1 reference letter equates to 1 project completed. The reference letter must address the below items (A & B). Attached is a reference letter template that can be used. The reference letter must be sent to the company/business for whom services were previously rendered. Should the bidder be in possession of an existing letter, the letter shall cover all aspects listed below: A. <u>Previous client and completed works/services information</u> I. Name of the organisation II. Description of works/goods/services that were provided III. Year IV. Duration V. Value of works/services/goods B. <u>Evaluation of service provider's performance</u> 1. Were the works/service/ product completed/delivered within stipulated timeframes? 2. Did the works/service/product meet the expected and specified quality? Note: If the reference letters:	5 or more projects	5=100%	20
	4 projects	4=80%	
	3 projects	3=60%	
	2 projects	2=40%	
	1 project	1=20%	
	0 project	0=0%	

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<p><i>(i) are not signed and stamped, (ii) do not feature all aspects (A & B above), or (iii) indicate that</i> <i>a) the contract was not completed within the stipulated project program/time due to delays attributed to the contractor, or b) the expected quality of work was not met, i.e. work not done according to specification, then the bidder will be given the lower score.</i></p>			
<p>2. Value of Previous Contracts</p> <p>The reference letters to be provided as per criteria 1 above must also indicate the value of the contracts.</p> <p>Score will be allocated on the largest contract value indicated in the valid (meeting requirements of criteria 1) reference letters.</p>	<p>Largest contract value R4,000,000 or more</p>	<p>5=100%</p>	<p>40</p>
	<p>Largest contract value R3,000,000 or more but less than R4,000,000</p>	<p>4=80%</p>	
	<p>Largest contract value R2,000,000 or more but less than R3,000,000</p>	<p>3=60%</p>	
	<p>Largest contract value R1,000,000 or more but less than R2,000,000</p>	<p>2=40%</p>	
	<p>Largest contract value less than R1,000,000</p>	<p>1=20%</p>	
	<p>No previous contract</p>	<p>0=0%</p>	
<p>3. Experience of Skilled Key Personnel</p> <p>Provide CV's of Pest Control Operators (PCO's) registered with the Department of Forestry, Fisheries and the Environment in the field of</p>	<p>Experience 4 years or more</p>	<p>5=100%</p>	
	<p>Experience 3 years or more</p>	<p>4=80%</p>	

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<p>industrial weed control. CV's must demonstrate experience and knowledge pertaining to the application of chemical herbicides.</p> <p>Score will be allocated on the years of experience in the application of herbicides (after date of registration on PCO registration certificate) of the most experienced Pest Control Operator.</p>	but less than 4 years		40
	Experience 2 years or more but less than 3 years	3=60%	
	Experience 1 year or more but less than 2 years	2=40%	
	Experience less than 1 year	1=20%	
	No experience	0=0%	
Total			100

Table 4: Technical Evaluation Criteria

5.2.2.1. FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined in Table 5 below.

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QUALITY CRITERIA	Points	INDICATORS					
		0 (Not submitted / Irrelevant) Score 0%	1 (Poor) Score 20%	2 (Average) Score 40 %	3 (Good) Score 60%	4 (Very Good) Score 80%	5 (Excellent) Score 100%
1. Previous Company/Organisational Experience Provide evidence of previous experience in the form of completed projects/services/contracts related to chemical weed control that were done in the past 5 years. The evidence should come in the form of 5 (five) completed reference letters, where 1 reference letter equates to 1 project completed. The reference letter must address the below items (A & B). Attached is a reference letter template that can be used. The reference letter must be sent to the company/business for whom services were previously rendered. Should the bidder be in possession of an existing letter, the letter shall cover all aspects listed below: A. <u>Previous client and completed works/services information</u> I. Name of the organisation II. Description of works/goods/services that were provided III. Year IV. Duration V. Value of works/services/goods B. <u>Evaluation of service provider's performance</u> 1. Were the works/service/ product completed/delivered within stipulated timeframes?	20	No project successfully completed with no relevant reference letter.	1 project successfully completed with 1 relevant reference letter. <i>Note: If the reference letters do not comply (see Note on the left in the QUALITY CRITERIA column), then the bidder will be given the lowest score.</i>	2 projects successfully completed with 2 relevant reference letters. <i>Note: If the reference letters do not comply (see Note on the left in the QUALITY CRITERIA column), then the bidder will be given the lower score.</i>	3 projects successfully completed with 3 relevant reference letters. <i>Note: If the reference letters do not comply (see Note on the left in the QUALITY CRITERIA column), then the bidder will be given the lower score.</i>	4 projects successfully completed with 4 relevant reference letters. <i>Note: If the reference letters do not comply (see Note on the left in the QUALITY CRITERIA column), then the bidder will be given the lower score.</i>	5 or more projects successfully completed with 5 or more relevant reference letters. <i>Note: If the reference letters do not comply (see Note on the left in the QUALITY CRITERIA column), then the bidder will be given the lower score.</i>

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<p>2. Did the works/service/product meet the expected and specified quality?</p> <p>Note: If the reference letters:</p> <p><i>(i) are not signed and stamped,</i></p> <p><i>(ii) do not feature all aspects (A & B above), or</i></p> <p><i>(iii) indicate that</i></p> <p><i>a) the contract was not completed within the stipulated project program/time due to delays attributed to the contractor, or</i></p> <p><i>b) the expected quality of work was not met, i.e. work not done according to specification,</i></p> <p><i>then the bidder will be given the lower score.</i></p>							
<p>2. Value of Previous Contracts</p> <p>The reference letters to be provided as per criteria 1 above must also indicate the value of the contracts.</p> <p>Score will be allocated on the largest contract value indicated in the valid (meeting requirements of criteria 1) reference letters.</p>	40	No previous contract.	Value of largest contract less than R1,000,000.	Value of largest contract R1,000,000 or more but less than R2,000,000.	Value of largest contract R2,000,000 or more but less than R3,000,000.	Value of largest contract R3,000,000 or more but less than R4,000,000.	Value of largest contract R4,000,000 or more.
<p>3. Experience of Skilled Key Personnel</p> <p>Provide CV's of Pest Control Operators (PCO's) registered in the field of industrial weed control with the Department of Forestry, Fisheries and the Environment. CV's must demonstrate experience</p>	40	No experience.	Experience less than 1 year.	Experience 1 year or more but less than 2 years.	Experience 2 years or more but less than 3 years.	Experience 3 years or more but less than 4 years.	Experience 4 years or more.

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and knowledge pertaining to the application of chemical herbicides.							
Score will be allocated on the years of experience in the application of herbicides (after date of registration on PCO registration certificate) of the most experienced Pest Control Operator.							

Table 5: Detailed scoring methodology

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prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

METRORAIL- WESTERN CAPE

CONTACTABLE REFERENCE FOR TENDERER

**TENDER/PROJECT: Vegetation Control in Rail Reserves, Yards and Infrastructure Assets within
Area Central of the Metrorail Western Cape region for a period of 30 months**

Name of the tenderer: _____

To: PRASA – Metrorail – Western Cape

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

A. Previous client and completed works/services information

I. Name of the organisation : _____

II. Description of works/goods/services that were provided: _____

III. Year : _____

IV. Duration : _____

V. Value of works/services/goods : _____

B. Evaluation of service provider's performance

1. Were the works/service/ product completed/delivered within stipulated timeframes? Yes ☐ No ☐

If no kindly comment _____

2. Did the works/service/product meet the expected and specified quality? Yes ☐ No ☐

If no kindly comment _____

Signature: _____

Telephone: _____

Date: _____

Business stamp with
date

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5.2.3 STAGE 3: PRICING AND SPECIFIC GOALS - (to be submitted in envelope 2)

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes

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of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1/ Level 2	5	
Black youth owned	5	
Black women owned	5	
51% Black owned	5	

NB: Bidders must provide acceptable evidence for the points claimed in Table 1 above. The acceptable evidence is indicated in Table 1.1 below.

Table 1.1: Acceptable evidence for Specific Goals

SPECIFIC GOALS	ACCEPTABLE EVIDENCE
B-BBEE Level 1 / Level 2	BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Black Youth owned	Certified copy of ID Documents of the Owners
Black women owned	Certified copy of ID Documents of the Owners
51% Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit

5.2.4 VALIDITY PERIOD

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

5.2.5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

5.2.5.1 National Industrial Participation Programme (NIPP) requirements:

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

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

5.2.6 POST TENDER NEGOTIATION (IF APPLICABLE)

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

5.2.7 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).

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5.2.8 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

Part C2.1 - Pricing Instructions

C2.1.1 BILL OF QUANTITIES

- i) The quantities in the Bill of Quantities are estimated and may be more or less than stated. The contractor shall submit with his tender a complete and detailed priced bill (prepared in black ink) for the Works. All work covered by the bill including work resulting from modifications or alterations to drawings shall be measured and paid for according to the completed bill.
- ii) The absence of stated quantities in the Bill is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item, as such prices will be considered when awarding the contract.
- iii) In the event that a tenderer leaves any item/s blank which are materially important for the award of the contract/business or fails to tender in an amount expressed or calculable in Rand and cents (e.g. total amount, unit price, hourly rate), Metrorail reserves the right to disqualify such a tender.
- iv) Provision, as set out below, is made in the Bill of Quantities for the pricing of work done relating to the different activities.

NOTE All items in the Bill of Quantities are Provisional and the actual amount of work necessary and executed shall be measured by the Technical Officer in the presence of the Contractor or his Agent. Only the quantity of such work executed shall be paid for at the rates quoted in the Bill of Quantities.

C2.1.2 PRELIMINARY AND GENERAL AND SITE ESTABLISHMENT

No separate payment will be made for Preliminary and General and Site Establishment and the contractor shall allow for this in his rates tendered for the Works.

C2.1.3 ANNUAL VEGETATION CONTROL IN RAIL RESERVES (track area width)

Measurement and payment will be made under item 1 of the Bill of Quantities for the annual control of vegetation as described in clause P4 of the Particular (Project) Specifications. Payment will be made per hectare of work area controlled to the specified standard.

Measurement and payment for the work completed will be made in five (5) stages:

- The first measurement and payment will be made after the first official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the first month of the Contractor's initial

- treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.
- The second measurement and payment will be made after the second official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the second month of the Contractor's initial treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.
 - The third measurement and payment will be made after the third official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the third month of the Contractor's initial treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.
 - The fourth measurement and payment will be made after the fourth official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at twenty percent (20%) of the rates tendered, for all completed work areas where the specified standard of control has been achieved.
 - The fifth measurement and payment will be made after the fifth official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at twenty percent (20%) of the rates tendered, for all completed work areas where the specified standard of control has been achieved.

The rates tendered shall be all inclusive for:

- the cutting of weeds, grass, small shrubs and bushes,
- the cutting of woody plant material, i.e. trees, shrubs and bushes, and the application of herbicide on remaining stumps,
- the trimming of obstructing vegetation,
- the trimming of desirable plants,
- the application of herbicides,
- the removal and disposal of all cut material and/or loose dead or dry branches and stumps within the worked area, and
- the monitoring of the level of control of work areas as described in clause P8 of the Particular (Project) Specifications.

C2.1.4 VEGETATION CONTROL IN RAIL RESERVES (wider reserve)

Measurement and payment will be made under item 2 of the Bill of Quantities for the annual control of vegetation as described in clause P5 of the Particular (Project) Specifications. Payment will be made per hectare of work area controlled to the specified standard.

Measurement and payment for the work completed will be made in five (5) stages:

- The first measurement and payment will be made after the first official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the first month of the Contractor's initial

treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.

- The second measurement and payment will be made after the second official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the second month of the Contractor's initial treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.
- The third measurement and payment will be made after the third official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the third month of the Contractor's initial treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.
- The fourth measurement and payment will be made after the fourth official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at twenty percent (20%) of the rates tendered, for all completed work areas where the specified standard of control has been achieved.
- The fifth measurement and payment will be made after the fifth official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at twenty percent (20%) of the rates tendered, for all completed work areas where the specified standard of control has been achieved.

The rates tendered shall be all inclusive for:

- the cutting of weeds, grass, small shrubs and bushes,
- the cutting of woody plant material, i.e. trees, shrubs and bushes, and the application of herbicide on remaining stumps,
- the trimming of obstructing vegetation,
- the trimming of desirable plants,
- the removal and disposal of all cut material and/or loose dead or dry branches and stumps within the worked area, and
- the monitoring of the level of control of work areas as described in clause P8 of the Particular (Project) Specifications.

C2.1.5 ANNUAL VEGETATION CONTROL IN YARDS AND INFRASTRUCTURE ASSETS

Measurement and payment will be made under item 3 of the Bill of Quantities for the annual control of vegetation as described in clause P6 of the Particular (Project) Specifications. Payment will be made per hectare of work area controlled to the specified standard.

Measurement and payment for the work completed will be made in five (5) stages:

- The first measurement and payment will be made after the first official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the first month of the Contractor's initial

treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.

- The second measurement and payment will be made after the second official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the second month of the Contractor's initial treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.
- The third measurement and payment will be made after the third official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at sixty percent (60%) of the rates tendered, for all completed work areas (completed in the third month of the Contractor's initial treatment programme) where the specified standard of control has been achieved or clear signs are evident that control is in the process of being achieved.
- The fourth measurement and payment will be made after the fourth official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at twenty percent (20%) of the rates tendered, for all completed work areas where the specified standard of control has been achieved.
- The fifth measurement and payment will be made after the fifth official inspection in accordance with clause P8 of the Specification for the Control of Vegetation. Payment will be made at twenty percent (20%) of the rates tendered, for all completed work areas where the specified standard of control has been achieved.

The rates tendered shall be all inclusive for:

- the cutting of weeds, grass, small shrubs and bushes,
- the cutting of woody plant material, i.e. trees, shrubs and bushes, and the application of herbicide on remaining stumps,
- the trimming of obstructing vegetation,
- the trimming of desirable plants,
- the application of herbicides,
- the removal and disposal of all cut material and/or loose dead or dry branches and stumps within the worked area, and
- the monitoring of the level of control of work areas as described in clause P8 of the Particular (Project) Specifications.

C2.1.6 APPLICATION OF HERBICIDES (PROVISIONAL)

Measurement and payment will be made under item 4 of the Bill of Quantities for the application of herbicides as described in clause P7 of the Particular (Project) Specifications. Payment will be made per hectare of work area controlled to the specified standard. The rates tendered shall be all inclusive for:

- the application of herbicides, and
- the monitoring of the level of control of work areas as described in clause P8 of the Particular (Project) Specifications.

C2.1.7 CUTTING OF GRASS AND WEEDS (PROVISIONAL)

Measurement and payment will be made under item 5 of the Bill of Quantities for the cutting of grass and weeds as described in clause P3 of the Particular (Project) Specifications. Payment will be made per hectare of grass and weeds cut. The rate tendered shall be all inclusive for:

- the cutting of grass, weeds and small shrubs and bushes, and
- the removal and disposal of all cut material and/or loose dead or dry branches and stumps within the worked area.

C2.1.8 CUTTING OF SHRUBS AND BUSHES (PROVISIONAL)

Measurement and payment will be made under item 6 of the Bill of Quantities for the cutting of shrubs and bushes as described in clause P3 of the Particular (Project) Specifications. Payment will be made per square metre of shrubs and bushes cut. The area to be measured shall be the drip area of the shrubs and bushes. The rates tendered shall be all inclusive for:

- the cutting of shrubs and bushes, and
- the removal and disposal of all cut material and/or loose dead or dry branches and stumps within the worked area.

C2.1.9 CUTTING OF TREES (PROVISIONAL)

Measurement and payment will be made under item 7 of the Bill of Quantities for the cutting of trees as described in clause P3 of the Particular (Project) Specifications. Payment will be made per tree cut according to the stem diameter at 100mm above ground level. For trees with multiple stems originating from a common base, all stems will be counted individually and categorised in size according to stem diameter at 100mm above ground level. The rates tendered shall be all inclusive for:

- the cutting of trees,
- the application of herbicide on cut stumps, and
- the removal and disposal of all cut material and/or loose dead or dry branches and stumps within the worked area.

C2.1.10 TRIMMING OF TREES (PROVISIONAL)

Measurement and payment will be made under item 8 of the Bill of Quantities for the trimming of trees as described in clause P3 of the Particular (Project) Specifications. Payment will be made per tree trimmed according to the tree height. The rates tendered shall be all inclusive for:

- the trimming of trees, and
- the removal and disposal of all cut material and/or loose dead or dry branches and stumps within the worked area.

C2.1.11 SECURITY (PROVISIONAL)

Measurement and payment will be made under item 9 of the Bill of Quantities for the provision of security for the protection of the Contractor's own site establishment, his own

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tools and equipment, materials and works as well as labour. Payment will be made per day. The rate quoted shall be all inclusive for:

- the provision of security.

C2.1.12 COMMUNITY LIAISON OFFICER (CLO) FEE (PROVISIONAL)

Measurement and payment will be made under item 10 of the Bill of Quantities for the fee of a community liaison officer (CLO). Payment will be made per day. The rate tendered shall be all inclusive for:

- the CLO's fee.

C2.1.13 DAYWORK (PROVISIONAL)

Measurement and payment will be made under item 10 of the Bill of Quantities for daywork where directed by the Technical Officer. Payment will be made per hour. The rates tendered for day labour shall be all inclusive for:

- wages and benefits paid to and/or on behalf of workmen,
- use of tools and equipment,
- financial charges of any description,
- overhead costs and
- profits.

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Part C2.2 – BILL OF QUANTITIES

Ref. to Pricing Instr.	Item	Description	Unit	Quantity	Year 1		Year 2	
					Rate	Amount	Rate	Amount
C2.1.3	1	Annual Vegetation Control in Rail Reserves (track area width)						
	1.1	Cape Town – Mutual	ha	13				
	1.2	Mutual – Sarepta	ha	18				
	1.3	Pinelands – Langa	ha	4				
	1.4	Netreg – Philippi	ha	20				
	1.5	Philippi – Kapteinsklip	ha	12				
	1.6	Stock Road - Chris Hani	ha	15				
C2.1.4	2	Annual Vegetation Control in Rail Reserves (wider reserve)						
	2.1	Esplanade – Paardeneiland	ha	2.1				
	2.2	Paardeneiland – Ysterplaat	ha	0.6				
	2.3	Ysterplaat – Mutual	ha	7.4				
	2.4	Mutual – Langa	ha	3.2				
	2.5	Pinelands – Langa	ha	5.2				
	2.6	Langa – Bonteheuwel	ha	5.5				
	2.7	Bonteheuwel – Lavistown	ha	18.6				
	2.8	Lavistown – Belhar	ha	3.9				

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	2.9	Belhar – Unibell	ha	3				
	2.10	Unibell – Pentech	ha	2.7				
	2.11	Pentech – Sarepta	ha	3.2				
	2.12	Sarepta – Kasselsvlei	ha	11.4				
	2.13	Netreg – Heideveld	ha	1.8				
	2.14	Heideveld – Nyanga	ha	2.7				
	2.15	Nyanga – Philippi	ha	11.7				
	2.16	Philippi - Stock Road	ha	22.1				
	2.17	Stock Road – Mandalay	ha	2.4				
	2.18	Mandalay – Nolungile	ha	1.4				
	2.19	Nolungile – Nonkqubela	ha	8.6				
	2.20	Nonkqubela – Khayelitsha	ha	4.5				
	2.21	Khayelitsha – Kuyasa	ha	4.7				
	2.22	Kuyasa - Chris Hani	ha	3.7				
	2.23	Lentegeur - Mitchell's Plain	ha	4.5				
	2.24	Mitchell's Plain – Kapteinsklip	ha	5.4				
C2.1.5	3	Annual vegetation control in yards and Infrastructure assets						
	3.1	Paardeneiland	ha	6				
	3.2	Other Yards and Infrastructure assets	ha	3				
C2.1.6	4	Application of Herbicides (Provisional)						
	4.1	Glyphosate	ha	1				

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	4.2	Glyphosate to invader plants (e.g. Port Jackson)	ha	1				
	4.3	Combination of Glyphosate and soil acting herbicide equivalent to Simazine	ha	1				
C2.1.7	5	Cutting of Grass and Weeds (Provisional)	ha	1				
C2.1.8	6	Cutting of Shrubs and Bushes (Provisional)						
	6.1	Shrubs and bushes < 1.5m high	m2	1				
	6.2	Shrubs and bushes > 1.5m high	m2	1				
C2.1.9	7	Cutting of Trees (Provisional)						
	7.1	Trees with stem diameter 10 - 50mm	ea	1				
	7.2	Trees with stem diameter 50 - 150mm	ea	1				
	7.3	Trees with stem diameter 150 - 300mm	ea	1				
	7.4	Cutting of trees with diameter 300 - 600mm	each	1				
	7.5	Cutting of trees with diameter > 600mm	each	1				
C2.1.10	8	Trimming of trees (Provisional)						
	8.1	Trimming of trees < 4m high	each	1				
	8.2	Trimming of trees 4 - 7m high	each	1				
	8.3	Trimming of trees > 7m high	each	1				
C2.1.11	9	Security (Provisional)	day	78				

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c2.1.12	10	Community Liaison Officer (CLO) Fee (Provisional)	day	67				
c2.1.13	11	Daywork (Provisional)						
	11.1	Foreman	hour	20				
	11.2	Artisan	hour	40				
	11.3	Handyman	hour	40				
	11.4	Labourer	hour	200				
Total Tendered Amount (excluding V.A.T.) for each year					R		R	

Total Tendered Amount (excluding V.A.T.) for both years	R
Amount of V.A.T. (15%)	R
Total Tendered Amount (including V.A.T.)	R

Tenderer

Witness 1

Date

Witness 2

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

1 PRICING

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

2 DISCLOSURE OF PRICES QUOTED

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

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3 PERFORMANCE AND BID BONDS

3.1. The preferred Bidder shall where applicable provide PRASA with performance bond which shall be 5% of the value of the entire Project price offered and it shall be issued within 30 days of receipt of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure 3**.

[Bidders are required to submit their Bid with a Bid Bond. The Bid Bond shall be due and payable if a bidder decides not to continue with the RFP process after submission of its Bid. The format of the Bid Bond is attached as Annexure 3(where applicable)]

4 OWNERSHIP OF DESIGN

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

5 SERVICE LEVELS

- 5.1. An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.2. PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 5.3. PRASA reserves the right to request that any member of the Service provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.
- 5.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On time delivery.

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

Acceptance of Service Levels:

YES	
-----	--

6 TOTAL COST OF OWNERSHIP (TCO)

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

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prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

7 FINANCIAL STABILITY

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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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: _____

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

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

1. PRASA's General Bid Conditions*

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

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

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

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

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

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prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10 GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

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

10.2 PRASA'S TENDER FORMS

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

10.3 PRECEDENT

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

10.4 RESPONSE TO RFP-CONFIDENTIALITY

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

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

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

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

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

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

10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION

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

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

10.6 CORRUPTION, GIFTS AND PAYMENTS

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

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

10.7 INSURANCE

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

10.8 NO CONTACT POLICY

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

10.9 CONFLICT OF INTEREST

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

10.10 COLLUSION AND CORRUPTION

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

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

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- 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 Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

10.11 CONSORTIUM CHANGES

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

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -

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

10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION

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

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

10.13 RESPONSE TO THE RFP WARRANTY

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

11 CONDITIONS OF TENDER

General

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

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Tenderer's obligations

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

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

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

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

Note:

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

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

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

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

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

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

PRASA'S UNDERTAKINGS

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

- | | |
|---------------------------------|---|
| Respond to clarification | <p>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>.</p> |
| Issue Addenda | <p>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>.</p> |
| Return late tenders | <p>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.</p> |
| Non-disclosure | <p>4 Not disclose to <i>tenderers</i>, or to any other person not officially concerned with such processes, information relating to the evaluation</p> |

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

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

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- Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the *tenderer's* addition of prices, the total of the Prices, if any, will be corrected.
- 12 Reject a tender if the *tenderer* does not accept the corrected total of the Prices (if any).
- Evaluating the tender** 13 Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to *tenderers* or any other person.
- Clarification of a tender** 14 Obtain from a *tenderer* clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
- Acceptance of tender** 15 Notify PRASA's acceptance to the successful *tenderer* before the expiry of the *validity period*, or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful *tenderer*.
- Notice to unsuccessful tenderers** 16 After the successful *tenderer* has acknowledged PRASA's notice of acceptance, notify other *tenderers* that their tenders have not been accepted, following PRASA's current procedures.
- Prepare contract documents** 17 Revise the contract documents issued by PRASA as part of the *tender documents* to take account of
 - Addenda issued during the tender period,
 - inclusion of some of the *tender returnables*, and
 - other revisions agreed between PRASA and the successful *tenderer*, before the issue of PRASA's notice of acceptance (of the tender).
- Issue final contract** 18 Issue the final contract documents to the successful *tenderer* for acceptance within one week of the date of PRASA's notice of acceptance.

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Sign Form of
Agreement

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

Provide copies of
the contracts

- 20 **Provide to the successful *tenderer* the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.**

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DRAFT OF A CONTRACT

ANNEXURE 1

PASSENGER RAIL AGENCY OF SOUTH AFRICA

CONTRACT NUMBER :

CONTRACTOR :

NATURE OF WORK :

LOCALITY OR PLACE : WESTERN CAPE

DATE OF ACCEPTANCE

OF TENDER :

DATE OF COMMENCEMENT

OF TENDER :

DATE OF COMPLETION

DUE :

CONTRACT PRICE :

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- 25** **DELAYS ATTRIBUTABLE TO THE EMPLOYER**
- 26** **SUSPENSION OF THE SERVICES**
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ANNEXURES

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1 DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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- 1.1.12 **“Contractor”** means _____;
- 1.1.13 **“Contractor’s Default”** means any of the following events or circumstances -
- 1.1.13.1 any arrangement, composition or compromise with or for the benefit of creditors (including any voluntary arrangement as defined in the Insolvency Act, 1936 or the Companies Act, 2008) being entered into by or in relation to the Contractor;
- 1.1.13.2 a liquidator, business rescue practitioner or the like taking possession of or being appointed over, or any, winding-up, execution or other process being levied or enforced upon the whole or any material part of the assets of the Contractor.
- 1.1.13.3 the Contractor ceases to carry on business; and
- 1.1.13.4 the Contractor commits a breach of any of its material obligations under this Contract.
- 1.1.14 **“Contractor’s Bid”** means the documents submitted by the Contractor to the Employer in response to the RFT or Request for Quotation which is attached hereto as Annexure “E” to this Contract;
- 1.1.15 **“Contract Sum”** means the amount set out in clause 29.2 payable by the Employer to the Contractor in terms of this Contract, subject to such addition thereto or deduction therefrom as may be made from time to time under the provisions of the Contract;
- 1.1.16 **“Contract Period”** means a period of _____, being the period agreed between the Parties for the Contractor to complete the Services, beginning on the Commencement Date;
- 1.1.17 **“Consents”** mean shall mean all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions, licenses, permissions required to be issued by or made with any Responsible Authority in connection with the performance of the Works;
- 1.1.18 **“Drawings”** means the plans, technical diagrams and drawings provided by the Employer to the Contractor from time to time to enable the Contractor to render the Services;
- 1.1.19 **“Day”** means a calendar day;

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- 1.1.20 **“Employer”** means the Passenger Rail Agency of South Africa, a public entity established in terms of the Legal Succession to the South African Transport Services Act 9 of 1989 and the legal successors in title thereto;
- 1.1.21 **“Employer’s Default”** occurs if - PRASA fails to make the payment in accordance with the provisions of clause 29 PRASA commits a breach of any material term of this Contract.
- 1.1.22 **“Final Approval Certificate”** means the final approval certificate to be issued by the Employer on completion of the Service by the Contractor;
- 1.1.23 **“Good Industry Practice”** means applying, in relation to the manner in which the Services are performed and the services rendered, the standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances, irrespective of whether or not it is conducted by or on behalf of an organ of state or the private sector;
- 1.1.24 **“Group Chief Executive Officer”** means **the** group chief executive officer of the Employer;
- 1.1.25 **“Mobilisation Fee”** means an amount equal to 10% of the Contract Price payable to the Contractor by the Employer, as an upfront payment in accordance with clause 29.4 of this Contract;
- 1.1.26 **“Occupational Health and Safety Act”** means the Occupational Health and Safety Act 85 of 1993;
- 1.1.27 **“Option”** means the Employers Option as **indicated** in clause 11 of this Contract;
- 1.1.28 **“Performance Bond”** means an unconditional and on demand bank guarantee to the value of 10% of the Contract Price as **indicated** pursuant to clause 29.5, to be issued by a South African registered bank in favour of the Employer, substantially in the form set out in the RFT or Request of Quotation;
- 1.1.29 **“Party”** means the Contractor and the **Employer**, collectively referred to as the “Parties”;
- 1.1.30 **“Permanent Services”** means the Services provided by the Contractor and approved by the

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Employer through issue of the **Final** Approval Certificate;

- 1.1.31 “**Project**” means the programmed and **non**-programmed service work to be undertaken by the Contractor in terms of the provisions of this Contract;
- 1.1.32 “**Project Manager**” means the person appointed by the Employer to be the project manager for the Project, it being **agreed** that the Employer shall procure that such project manager discharges the duties, functions and responsibilities required of it in terms of this Contract;
- 1.1.33 “**Plant**” means machinery, apparatus, articles and things of all kind that become part of the Permanent Services to be provided in accordance with the Contract;
- 1.1.34 “**Restricted Enterprise**” means an entity **restricted** from contracting with the Employer or any other public entity as a result of being listed either on the register for tender defaulters compiled in terms of the regulations to the Prevention and Combating of Corrupt Activities Act 12, of 2004; or any other relevant Applicable Law;
- 1.1.35 “**Request for Tender**” or “**RFT**” means the request for tender issued by the Employer for the appointment of a **Contractor** for the Project, as set out in Annexure “E” to this Contract;
- 1.1.36 “**Request for Quotation**” means the request **for** quotation issued by the Employer for the appointment of a Contractor for the Project, as set out in Annexure “E” to this Contract;
- 1.1.37 “**Responsible Authority**” shall mean any ministry, any minister, any organ of state, any official, any official in the public administration or any other governmental or regulatory Employer, **commission**, entity, service utility, board of directors, committee, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;
- 1.1.38 “**Scope of Services**” means the Services which are to be provided by the Contractor to the Employer in terms of the terms **and** conditions of this Contract;
- 1.1.39 “**Services**” means the services to be provided **by** the Contractor in terms of this Contract in connection with the Project, as set out in Annexure “B” of this Contract;
- 1.1.40 “**Service Levels**” means the Service levels set out in clause 10;

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- 1.1.41 **“Signature Date”** means the date of **signature** of this Contract by the last Party signing;
- 1.1.42 **“South Africa”** means the Republic of **South Africa**;
- 1.1.43 **“Subcontractors”** means any person named in the Contract as a subcontractor as listed in Annexure “C” of this Contract and the legal successors in title to each of these persons;
- 1.1.44 **“Temporary Services”** means the **Services** provided by the Contractor but not approved by the Employer through issue of the Final Approval Certificate;
- 1.1.45 **“Writing”** means any hand-written typed or printed communication including facsimiles, electronic communication or any similar communication resulting in a permanent record. The terms “in writing” and “written” shall have corresponding meanings;
- 1.1.46 **“Work”** means all works to be undertaken **for** the Services in this Contract.

2 INTERPRETATIONS

- 2.1 This Contract shall be interpreted according to the following provisions, unless the context requires otherwise -
- 2.1.1 references to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or **consolidation** applies or is capable of applying to any transaction entered into under this Contract;
- 2.1.2 references to “Month” shall be to a calendar month;
- 2.1.3 references to “Parties” shall include the Parties’ respective successors-in-title and, if permitted in this Contract, their respective cessionaries and assignees;
- 2.1.4 references to a “person” shall include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organization, association or partnership, whether or not having separate legal personality;
- 2.1.5 references to any “Responsible Authority” or any public or professional organization shall include a reference to any of its successors or any organization or entity, which takes over its functions

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or responsibilities;

- 2.1.6 references to “clauses”, “sub-clauses” and “Schedules” are references to the clauses, sub-clauses and Annexures of this Contract;
- 2.1.7 the headings of clauses, sub-clauses and Schedules are included for convenience only and shall not affect the interpretation of this Contract;
- 2.1.8 the Parties acknowledge that each of them has had the opportunity to take legal advice concerning this Contract, and agree that no provision or word used in this Contract shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Contract or any part of it;
- 2.1.9 words importing the singular shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter;
- 2.1.10 references to “this Contract” shall include this Contract as amended, varied, novated or substituted in Writing from time to time;
- 2.1.11 any reference to any enactment, order, regulation or similar instrument shall be construed as a reference to enactment, regulation or instrument as amended, re-enacted or replaced from time to time; and
- 2.1.12 when any number of days is prescribed in this Contract, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day in which case the last day shall be the immediately following Business Day.
- 2.2 The common or statute law shall determine whether any person acting or purporting to act on behalf of the Employer, Project Manager or Contractor is duly authorised, save to the extent that a party shall, by written notice to each of the others, designate a person or the holder of any office, to the exclusion of another person or holder of office, to have such authority, or to limit in any way, or terminate the authority of such designated person or holder of office.
- 2.3 The marginal notes or headings in this Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction of the Contract.

3 GENERAL PROVISIONS

- 3.1 No grant by the Employer or the Contractor to the other of any concession, waiver, condonation or allowance shall, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.
- 3.2 The law which is to apply to the Contract, and according to which the Contract is to be interpreted, shall be the law of South Africa.
- 3.3 The language of the Contract and of written communications shall be English.
- 3.4 In the event that the Contractor and the Employer conclude a supplementary contract, the additional work executed in terms of such a contract shall not be taken to be a variation or addition under clause 29.6, but to be a separate contract. The value of such additional work shall, for the purposes of clause 29.7, not be taken into account for this Contract, but it shall be taken into account for the separate contract concluded in terms of the supplementary contract.
- 3.5 Except where otherwise provided in this Contract, the Contractor shall retain the copyright and other intellectual property rights in documents supplied by it to the Employer or Project Manager under this Contract.
- 3.6 The Contractor shall be deemed to have given the Employer a non-terminable, non-transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor's documents provided to it by the Contractor under this Contract, including making and using modifications of such documents for the purposes of further work required to the Services.

4 INTRODUCTION

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

to provide the Services with the option to redesign the Services.

5 CONDITION PRECEDENT

- 5.1 The provisions of this Contract (other than clauses 0 to 3, 11, 14, 34 to 41 which will come into effect from the Signature Date) are subject to the fulfilment of the condition precedent that must be fulfilled within 30 (thirty) Business Days of the Signature Date (or such other date agreed by the Parties in Writing).
- 5.2 The Contractor shall deliver to the Employer the Performance Bond.
- 5.3 The Parties shall, where it is within their respective power and control to do so, use their respective reasonable commercial endeavours to procure the fulfilment of the Condition Precedent within the time period permitted therefore in clause 5.1.
- 5.4 If the Condition Precedent is not fulfilled on or prior to the date stipulated in clause 5.1 for such fulfilment, this Contract shall not come into force and effect and neither Party shall have any claim against the other Party as a result of or in connection with any such non-fulfilment (other than a claim for a breach by a Party of any of its obligations under clause 5.1).

6 PRIORITY OF DOCUMENTS

- 6.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of such documents shall be in accordance with the following sequence -
- 6.1.1 the Contract, Annexures and schedules thereto;
- 6.1.2 the RFT; and
- 6.1.3 the Contractor's Bid.
- 6.2 If an ambiguity or discrepancy is found in the documents referred to in clause 6.1, the Project Manager shall issue a clarification or instruction. If either Party is not satisfied with the clarification or instruction of the Project Manager, it may refer the matter for dispute resolution in accordance with clause 33.

7 DURATION OF CONTRACT

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

8 SCOPE OF SERVICES

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

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

9 SUPPLY OF SERVICES

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

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

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

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

10 SERVICE LEVELS AND SCHEDULES

- 10.1 All Services costs shall conform to agreed prices.
- 10.2 A schedule reflecting details Services to be undertaken during the next month shall be submitted to the Employer by the Contractor before the end of each month during the Contract Period.
- 10.3 Work shall be undertaken by the Contractor as per agreed schedule and agreed turnaround times. Special requirements in relation to any work shall be agreed in progress meetings held between the Parties from time to time in accordance with clause 24.
- 10.4 Should additional Work be required, the Employer shall be advised immediately and a separate quotation for this work shall be prepared and submitted to the Employer for approval, prior to commencement of any such Work.

11 EMPLOYERS OPTION

- 11.1 The Employer has appointed the Contractor to provide the Services with the option of the Employer to extend the scope of the Services to include the redesign of the Services.
- 11.2 The Employer shall have a right at its own discretion to extend and/or amend the scope of Services to include the redesign of the Services based on the trends and failure analysis undertaken in accordance with clause 24.1.1.
- 11.3 Once the Employer has exercised its option to extend the scope of Services in accordance with clause 11.2, both Parties shall agree on the amount to be paid to the Contractor for the redesign of the Services.
- 11.4 The amount to be paid to the Contractor for the redesign of the Services shall be paid in accordance with the Redesign Payment Schedule which is annexure "T" of this Contract.

12 CONTRACTOR'S WARRANTIES

- 12.1 The Contractor warrants that as at the Signature Date -

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- 12.1.1 it is a limited liability company, duly incorporated and validly existing under the Applicable Laws and has taken all necessary actions to authorise its execution of and to fulfilment of its obligations under this Contract;
- 12.1.2 no litigation, arbitration, investigation or administrative proceeding is in progress as at the Signature Date or, to the knowledge of the Contractor as at the Signature Date, threatened against it or the Subcontractors, which is likely to have a material adverse effect on the ability of the Contractor to provide the Services;
- 12.1.3 the Contractor is not subject to any obligation or non-compliance which is likely to have a material adverse effect on its ability to conduct the Services;
- 12.1.4 no proceedings or any other steps have been taken or, to the knowledge of the Contractor, threatened for the winding-up or liquidation (whether voluntary or involuntary, provisional or final), judicial management (whether provisional or final) or deregistration of the Contractor, or under business rescue; or for the appointment of a liquidator, judicial manager or similar officer over it or over any of its assets;
- 12.1.5 its obligations under this Contract are legal, valid, binding and enforceable against it in accordance with the terms of this Contract;
- 12.1.6 all information disclosed by or on behalf of the Contractor at any time up to the Signature Date and up to the end of the Contract Period and, in particular, when submitting the Contractor's Bid prior to the award of this Contract to the Contractor, is true, complete and accurate in all material respects and the Contractor is not aware of any material facts or circumstances not disclosed to the Employer which would, if disclosed, be likely to have an adverse effect on the Employer's decision (acting reasonably) to award this Contract to the Contractor;
- 12.1.7 it will use reasonable care and skill in carrying out its obligations under this Contract;
- 12.1.8 it is not a Restricted Enterprise;
- 12.1.9 in being awarded its appointment under this Contract, it did not engage, either directly or indirectly, or in any manner participate in the perpetration of a corrupt activity as defined in

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terms of the Corrupt Activities Act Number 12 of 2004; and

12.1.10 it has all the insurances required in terms of this Contract.

13 EMPLOYER'S WARRANTIES

13.1 The Employer hereby warrants that -

13.1.1 the execution and performance of this Contract by the Employer does not and will not contravene any provision of its constitutive documents as at the Signature Date, or any order or other decision of any Responsible Authority or arbitrator that is binding on the Employer as at the Signature Date;

13.1.2 it has taken all necessary actions to authorise the execution and the fulfilment of its obligations under this Contract; and

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

14 INDEMNITIES

14.1 The Contractor, in relation to the Services -

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

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

14.2 The Contractor shall not be liable in respect of -

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

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

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

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

15 ASSIGNMENT AND SUBCONTRACTING

- 15.1 The Contractor shall not assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit there under without the written consent of the Chief Procurement Officer and Group Chief Executive Officer of the Employer, which consent shall not be unreasonably withheld.
- 15.2 Subcontracting
- 15.2.1 The Contractor shall not subcontract the whole Contract and shall only subcontract a portion of the Services subject to the written approval of the Employer.
- 15.2.2 The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, its agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.
- 15.2.3 The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in this Contract, shall be the same as if the Contractor had appointed the Subcontractor without consultation with the Employer.
- 15.2.4 Any appointment of a Subcontractor in accordance with clause 15.2.3 shall not amount to a contract between the Employer and the subcontractor, or any responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract.
- 15.2.5 In the event of termination of the Contract under clause 31, the Contractor shall assign the subcontract it has in place with a Subcontractor to the Employer, upon instruction by the Employer.
- 15.3 Procedure for appointment of Subcontractors
- 15.3.1 In the event that the Contractor wishes to appoint subcontractors or replace any one of the

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subcontractors, it shall -

- 15.3.2 consult with the Employer regarding such proposed subcontractor, including providing details as to such subcontractor's experience, financial standing and empowerment credentials;
- 15.3.3 obtain the Employer's written consent prior to contracting with any proposed subcontractor, which consent shall not be unreasonably withheld; and
- 15.3.4 in respect of the replacement of a Subcontractor procure that the terms and conditions upon which any replacement subcontractor is appointed are substantially the same as those on which the Subcontractor was appointed, and provide the Employer with a copy of the duly executed contract with any such proposed subcontractor.
- 15.3.5 Every Subcontractor shall enter into a subcontracting agreement with the Contractor which shall provide that -
- 15.3.6 such Subcontractor shall undertake the same obligations to the Contractor in respect of the subcontract as those by which the Contractor is bound in respect of the contract;
- 15.3.7 payment for work covered by the subcontract shall not be due until receipt by the Contractor of the payment certificate which includes the value of such work;
- 15.3.8 within 7 (seven) days of receipt by the Contractor of the Project Manager's payment certificate in which the value of such Subcontractor's work is included, the Contractor shall make payment in full to the Subcontractor for work covered by the subcontract without discount or deduction, other than retention money as may be specified in the subcontract.

16 JOINT AND SEVERAL LIABILITY

- 16.1 If the Contractor constitutes (under Applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons -
- 16.2 these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Services;
- 16.3 these persons shall notify the Employer of their leader who shall have authority to bind the

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Contractor and each of these persons; and

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

17 BASIS OF CONTRACT

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

18 CONTRACTOR'S GENERAL OBLIGATIONS

18.1 Extent of obligations and liability

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

18.2 Legal provisions

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

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18.3 Notices and Fees

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

18.3.1.1 applicable law, and

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

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

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

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

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

18.3.5.1 if to the Employer at:

Address: Propnet Building

1 Adderley Street

Cape Town

Attention: Supply Chain Management

Postal address: P.O. Box X 5446

Cape Town

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18.3.5.2 Facsimile number: 021 449 3264

18.3.5.3 Telephone number: 021 449 6300.

18.3.5.4 if to the Contractor:

Address:

Attention:

Postal address:

18.3.5.5 Facsimile number: +27.....

18.3.5.6 Telephone number: +27.....

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

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

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

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

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

18.3.8 The provisions of this clause 18.3 shall not invalidate any notice or other communication

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actually given and received otherwise than as described in those provisions.

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

19 CHANGE IN CONTROL AND BBBEE

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

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

19.1.2 any change in the composition of the Contractor;

19.1.3 any change in the ownership of the Contractor;

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

19.1.5 any change on the BBBEE component of the Contractor;

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

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

20 DRAWINGS AND INTELLECTUAL PROPERTY

- 20.1 The Drawings will remain in the sole custody of the Project Manager. Three copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in Writing to the Project Manager of any further drawing or specification that may be required for the execution of the Services.
- 20.2 One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on its site, and shall at all reasonable times be available for inspection and use by the Project Manager and any Subcontractor appointed in terms of clause 15.3 hereof.
- 20.3 Where the design of the Services or part of the Services is performed by the Contractor, it shall, unless otherwise directed, submit paper prints, in triplicate, of all plans or drawings of such Services to the Project Manager whose written approval must be obtained before the Work concerned is commenced. Such approval shall be subject to clause 23.8.2.
- 20.4 Design, plans and drawings prepared by the Contractor in accordance with clause 20.3 and paid for by the Employer including the intellectual rights thereto shall belong to the Employer.
- 20.5 In the event that the designs, drawings and/or plans are created by both Employer and Contractor, the intellectual property rights attaching to the Work done and paid for by Employer shall vest on the Employer. and the intellectual property rights associated therewith shall vest jointly in the Parties.
- 20.6 The Contractor hereby grants to the Employer a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act, No.98 of 1978 -
- 20.6.1 to copy any plan, diagram, drawing, specification, Bill of Quantity, design calculation or other similar document made by the Contractor, other than under the direction or control of the Employer, in connection with the Services;
- 20.6.2 to make free and unrestricted use thereof for its own purposes;
- 20.6.3 to provide copies thereof to the Project Manager to be used by it for consultations and consulting services to the Employer;

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- 20.6.4 to provide other parties with copies thereof where tenders are invited by the Employer.
- 20.7 Such non-exclusive licence shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the Employer, by any Subcontractor of the Contractor. The provisions of this clause shall in the case of materials, machines or equipment to be provided as part of the Services, not apply in respect of documents created for the manufacturing thereof.
- 20.8 No separate or additional payment shall be made by the Employer in respect of any non-exclusive licence granted in terms hereof.
- 20.9 Save in respect of the Employer's or the Project Manager's design of the Services or method of construction and proprietary brand specified by the Employer or its Project Manager, or in connection with any Drawings, the Contractor indemnifies the Employer against any liability arising from the infringement of any patent rights, design, trade-mark or name or other protected right in respect of any design work, Construction Equipment, Plant, machine, work, method of construction or material used for or in connection with the Services.
- 20.10 Except where otherwise specified in the Contract, the Contractor shall pay all amounts due by it in respect of the rights referred to in clause 20.

21 CONTRACTOR'S SUPERINTENDENCE

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

22 TIME AND RELATED MATTERS

22.1 Commencement of the Services

- 22.1.1 Following the Commencement Date, and on the Project Manager's instruction, the Contractor shall, save as may be otherwise provided in the Contract or legally or physically impossible, commence executing the Services. Such instruction shall be subject to the submission by the

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Contractor, and approval by the Project Manager, of documentation required before commencement with Services execution which information shall be as follows -

22.1.1.1 any Consents required;

22.1.1.2 proof of insurance in accordance with clause 12.1.10.

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

22.1.3 If the documentation referred to in clause 22.1.1 is not submitted within the number of days stipulated in clause 22.1.2 from the Commencement Date, or is found to be unacceptable, the Employer may terminate the Contract on written notice to the Contractor.

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

23 SUPERVISION

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

23.2 Whenever the Project Manager intends, in terms of the Contract, to exercise any discretion or make or issue any ruling, contract interpretation or price determination, he shall first consult with the Contractor and the Employer in an attempt to reach agreement. Failing agreement, the Project Manager shall act impartially and equitably and shall make a decision in accordance with this Contract, taking into account all relevant facts and circumstances.

23.3 The Project Manager will provide overall technical superintendence of the Services, and may direct the Contractor in terms of the provisions of this Contract or in respect of any measures which the Project Manager may require for the operations of the Employer on the safety of trains, the property and workmen of the Employer, and for the safety of other property and persons. The Contractor shall carry out the directions of the Project Manager. The

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superintendence exercised by the Project Manager, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by the Employer or by the Project Manager of the legal and other responsibilities of the Contractor in carrying out the Services.

- 23.4 The Project Manager may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in Writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Project Manager.
- 23.5 The Contractor shall exercise supervision over the Services at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the Services, and shall exercise personal supervision on behalf of the Contractor. The Project Manager shall be notified in Writing of such appointment which will be subject to his approval.
- 23.6 The Contractor or the Contractor's Site Agent shall be available on the Site at all times while the Services are in progress to receive the orders and directions of the Project Manager.
- 23.7 If the Contractor is dissatisfied with any order or instruction of the Project Manager's representative, or any other person appointed by the Project Manager to act on his behalf, he shall be entitled to refer the matter to the Project Manager who shall promptly confirm, reverse or vary such order or instruction.
- 23.8 Instructions
- 23.8.1 On the Commencement Date, the Project Manager shall deliver to the Contractor copies of the Drawings and any instructions required for the commencement of the Services.
- 23.8.2 The Project Manager shall deliver to the Contractor from time to time, during the progress of the Services, drawings for construction purposes or instructions as shall be necessary for the proper and adequate construction, completion and defect correction of the Services.

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- 23.8.3 The Contractor shall give adequate written notice to the Project Manager of any requirements additional to that contained in the Scope of Services or Drawings, which the Contractor may require for the execution of the Services and the Project Manager shall deliver such instructions and/or drawings to the Contractor.
- 23.8.4 The aforesaid instructions and/or Drawings referred to in clause 23.8.3 shall be delivered in good time taking the approved programme into account.
- 23.8.5 The Contractor shall give effect to and be bound by any drawing or instruction given in terms of this Clause and, if such drawing or instruction shall require any variation of, addition to, or omission from the Services, clause 29.6 shall apply.
- 23.8.6 If by reason of a failure by the Project Manager, after his receipt of written notice from the Contractor in terms of clause 23.8.3, to comply in good time with the provisions of clause 23.8.4, the Contractor suffers delay to Practical Completion and, he shall be entitled to make a claim for additional time in accordance with clause 32, for which purpose the time limit of 28 (twenty eight) days shall commence after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed.

24 MONTHLY PROGRESS MEETINGS: EMPLOYER/CONTRACTOR OBLIGATION

- 24.1 Monthly progress meetings shall be convened by and between the Employer and the Contractor if required, in order to review the following --
- 24.1.1 Review trends and failure analysis;
 - 24.1.2 Specification/work list requirements;
 - 24.1.3 Unit price/Quantity changes;
 - 24.1.4 Drawing amendments;

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- 24.1.5 Delivery schedule;
 - 24.1.6 Quality aspects;
 - 24.1.7 Financial aspects; and
 - 24.1.8 Manage exceptions.
- 24.2 The above-mentioned progress meetings shall be arranged from time to time by mutual agreement by and between the Employer and the Contractor.

25 DELAYS ATTRIBUTABLE TO THE EMPLOYER

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

26 SUSPENSION OF THE SERVICES

- 26.1 The Contractor shall, on the written order of the Project Manager stating the cause for suspension (other than force majeure in terms of clause 31), suspend the progress of the Services or any part thereof for such time or times and in such manner as the Project Manager shall order and shall, during such suspension, properly protect the Services as far as is necessary unless such suspension is by reason of some default or breach of the Contract by the Contractor
- 26.2 If the progress of the Services or any part thereof is so suspended for more than 84 (eighty four) Days in total, the Contractor may deliver a written notice to the Project Manager requiring permission to proceed with the Services or that part thereof in respect of which progress is suspended.

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

27 EXTENSION OF TIME FOR COMPLETION

- 27.1 If the Contractor considers itself entitled to an extension of time for circumstances of any kind whatsoever which may cause it to fail to comply with any agreed time schedule referred to in clause 10, the Contractor shall claim in accordance with clause 32 for extension of time. Such extension of time shall take into account any non-Business Days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim.
- 27.2 Without limiting the generality of clause 32.1 the circumstances referred to in that clause include -
- 27.2.1 the nature of additional work, time; and
- 27.2.2 any disruption which is entirely beyond the Contractor's control.
- 27.3 Instead of granting extension of time, if feasible, the Project Manager may request the Contractor to accelerate the rate of progress.

28 PENALTY FOR DELAY

- 28.1 If the Contractor fails to complete the Services within the time stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.5% of the Contract Price per delayed Day per order, which shall be paid for every Day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.
- 28.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,

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- 28.3 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 28.1.

29 PRICE, PAYMENT AND RELATED MATTERS

29.1 Payment to Contractor

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

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

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

- 29.1.4 All invoices shall be paid within thirty (30) Days from the date of issue of the invoice by the Contractor.

29.2 Price

- 29.2.1 The Contract Sum for the Services for the Contract Period is R_____ (_____) including VAT.

29.3 Payment in Applicable Currencies

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

29.4 Payment for Mobilisation

- 29.4.1 If the Contractor is going be paid the Mobilisation Fee it shall be paid within 30 (thirty) days of fulfilment of the Condition Precedent set out in clause 5.

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

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- 29.4.3 The Contractor shall provide the Employer with documentary proof of purchase of material and equipment purchased pursuant to clause 29.4.2.
- 29.4.4 The Contractor shall deliver to the Employer the documentary proof of purchase as contemplated in clause 29.4.3 within 30 (thirty) Days of payment of the Mobilisation Fee.
- 29.4.5 Failure by the Contractor to provide the Employer with documentary proof of purchase in accordance with clause 29.4.3 within the time frame stipulated in clause 29.4.4 shall be a breach of this Contract and the Employer shall also be entitled to Mobilisation Fee paid.

29.5 Security

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

29.6 Variations

- 29.6.1 If, at any time the Project Manager shall require any variation of the form, quality or quantity of the Services or any part thereof that may be necessary or for any reason appropriate, he shall, subject to the terms of the Contract, be entitled to require the Contractor to do any of the following -
- 29.6.1.1 increase or decrease the quantity of any Work;
 - 29.6.1.2 omit any such Work;
 - 29.6.1.3 change the character or quality of any such Work;
 - 29.6.1.4 change the levels, lines, position and dimensions of any part of the Services;
 - 29.6.1.5 execute additional Work of any kind necessary for the completion of the Services; and
 - 29.6.1.6 change the specified or approved sequence or method of rendering the Services.

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29.6.2 No such variation shall in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price. Furthermore, no such variation shall be binding on the Parties until reduced to Writing and signed by them.

29.6.3 No such variation shall be made by the Contractor without written orders from the Project Manager in which it is stated to be a "variation order".

29.7 Value of variations

29.7.1 No variation orders shall exceed 10% (10 percent) of the Contract Price as required by the Employers procurement policies.

29.7.2 Subject to clause 29.6.2, no variation orders shall be valid unless approved by the Group Chief Executive Officer and the Chief Procurement Officer of the Employer.

30 TERMINATION

30.1 This Contract may be terminated by either Party by giving a 90 (ninety) days' notice or following the occurrence of either the Contractor's Default or Employer's Default.

30.2 If termination is as a result of the Employer's Default, the Contractor shall be entitled to payment for all the Services undertaken by the Contractor up to the date of termination.

31 FORCE MAJEURE

31.1 Definition of Force Majeure

31.1.1 In this clause 31, "Force Majeure" means an exceptional event or circumstance -

31.1.1.1 which is beyond a Party's control,

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

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

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31.1.1.4 which is not substantially attributable to the other Party.

31.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions 31.1.1.1 to 31.1.1.4 above are satisfied –

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

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

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

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

31.2 Notice of Force Majeure

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

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

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

31.2.4 Duty to Minimise Delay

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

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

31.3 Consequences of Force Majeure

31.3.1 If the Contractor is prevented from performing any of its obligations under the Contract by

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Force Majeure of which notice has been given under sub-clause 31.2, and suffers delay and/or incurs additional costs by reason of such Force Majeure, the Contractor shall be entitled, subject to sub-clause 32 to -

- 31.3.1.1 an extension of time for any such delay, if completion is or will be delayed, under sub-clause 27, and
- 31.3.1.2 if the event or circumstance is of the kind described in sub-clauses 31.1.2.1 to 31.1.2.4, payment of any such additional cost.
- 31.3.2 After receiving this notice, the Parties shall proceed in accordance with clause 31.2 to agree or determine these matters.
- 31.4 Optional Termination, Payment and Release
 - 31.4.1 If the execution of substantially all the Services is prevented for a continuous period of 84 (eighty four) Days by reason of Force Majeure of which notice has been given under sub-clause 31.2, or for multiple periods which total more than 140 (one hundred and forty) days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In such event, the termination shall take effect 7 (seven) days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 31.4.2.4 [Cessation of Work and Removal of Contractor's Equipment].
 - 31.4.2 Upon such termination, the Project Manager shall determine the value of the Work done to date and issue a payment certificate to the Contractor which shall include -
 - 31.4.2.1 the amounts payable for any work carried out for which a price is stated in the Contract;
 - 31.4.2.2 the cost of equipment and materials ordered for the Services which have been delivered to the Employer, such equipment and materials shall become the property of (and be at the risk of) the Employer when paid for in full by the Employer, and the Contractor shall place the same at the Employer's disposal;
 - 31.4.2.3 any other costs or liabilities which in the circumstances were reasonably incurred by the Contractor in the expectation of completing the Services; and
 - 31.4.2.4 the cost of removal of Temporary Services and Contractor's Equipment from the Site and

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the return of these items to the Contractor.

31.5 Release from Performance under the Law

31.5.1 Notwithstanding any other provision of this clause 31.5.1, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance -

31.5.1.1 the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

31.5.1.2 the sum payable by the Employer to the Contractor shall be the same as would have been payable under sub-clause 31.4 [Optional Termination, Payment and Release] if the Contract had been terminated under sub-clause 31.4.

32 CONTRACTOR'S CLAIMS

32.1 If the Contractor considers itself to be entitled to any extension of time for completion of the Services, the Contractor shall give notice to the Employer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, as and not later than 28 (twenty eight) Days after the Contractor became aware, or should have become aware, of the event or circumstance. All requests for an extension of time shall be granted in the Employer's sole and absolute discretion, having considered the reasons for the request in consultation with the Project Manager. Should the Employer and/or the Project Manager require any additional information substantiating the Contractor's claim, the Contractor shall provide the Employer and/ or Project Manager with such information within 48 (forty eight hours).

32.2 If the Contractor fails to give notice of a claim within such period of 28 (twenty eight) Days, the relevant time for completion of the Services shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this clause 32 shall apply.

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- 32.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 32.4 The Contractor shall keep such records as may be necessary to substantiate any claim made by it in accordance with this clause 32. Without admitting the Employer's liability, the Project Manager acting on instructions of the Employer may, after receiving any notice under this sub-clause, monitor the record-keeping and/or instruct the Contractor to keep further records. The Contractor shall permit the Employer to inspect all these records, and shall (if instructed) submit copies to the Employer.
- 32.5 Within 28 (twenty eight) Days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Employer, the Contractor shall send to the Employer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed.
- 32.6 The Contractor shall send a final claim within 28 (twenty eight) Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Employer.
- 32.7 Within 42 (forty two) Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Employer acting on instructions of the Employer and approved by the Contractor, the Employer acting on instructions of the Employer shall respond with approval, or with disapproval and detailed comments. It may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.
- 32.8 The Parties shall agree or determine the extension (if any) of the time for completion of any Services (before or after its expiry) in accordance with sub-clause 27 [Extension of Time for Completion], to which the Contractor is entitled under the Contract. If the Contractor does not agree with the determination of the Employer, it shall refer the matter for determination in accordance with clause 33.
- 32.9 The requirements of this sub-clause are in addition to those of any other sub-clause which may apply to a claim. If the Contractor fails to comply with this or another sub-clause in relation to

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any claim, any extension of time to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this sub-clause.

33 DISPUTE RESOLUTION

- 33.1 If a dispute of any kind arises between the Contractor and the Employer, in connection with or arising out of the Contract or the execution of the Services, whether during the execution of the Services or after their completion, and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation, the matter in dispute shall, within 14 (fourteen) days of dispute having arisen, be referred to the Project Manager with a copy to the Chief Executive Officers. The Project Manager shall decide the matter within 28 (twenty eight) days of receipt of the reference and notify the Contractor and Project Manager of his decision.
- 33.2 If a dispute arises between the Employer and the Contractor, including a dispute arising out of the Project Manager's decision in terms of clause 33.1 hereof, or if the Contractor is dissatisfied with any instruction, assessment, determination, valuation, variation or ruling given or made by the Project Manager in terms of his powers under the Contract, the matter shall be referred in Writing to the Chief Executive Officer within 28 (twenty eight) days of the decision of the Project Manager or of the dispute or dissatisfaction, as the case may be, having arisen.
- 33.3 The Parties shall thereafter endeavour to settle the dispute by way of negotiation.
- 33.4 The procedure and forum for the negotiations shall be subject to agreement between the Parties. The negotiations shall be without prejudice to either of the Parties and neither shall be entitled to rely upon admissions or concessions made during such procedures in any ensuing arbitration and/or litigation proceedings.
- 33.5 Either of the Parties may elect that the negotiation proceedings be facilitated by an independent mediator. In such case, the provisions of clause 33.10 shall apply mutatis mutandis to the appointment of such mediator. Each Party shall bear its own costs in respect of the mediation and pay half of the mediator's agreed fees and expenses.
- 33.6 If the Parties fail to reach a negotiated settlement, or negotiations break down on account of a

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deadlock, the Chief Executive Officers shall decide the dispute and shall advise their decision in Writing to the Project Manager and the Contractor within 42 (forty two) Days after the day of receipt by them of the reference in terms of clause 33.2. The Chief Executive Officers' decision shall forthwith be given effect to by the Project Manager, the Project Manager and the Contractor.

- 33.7 Unless the Contract has already been completed, repudiated or otherwise terminated, the Contractor shall, in every case proceed with the Services with all due diligence, unless and until the Chief Executive Officers' decision has been revised, as hereinafter provided for, by an arbitral award.
- 33.8 The Chief Executive Officers' decision shall be final and binding on the Parties.
- 33.9 Should either of the Parties be dissatisfied with the decision of the Chief Executive Officers in terms of clause 33.6, it may, within 28 (twenty eight) Days after the receipt thereof, declare the matter to be in dispute by written notification to the Chief Executive Officers. Unless otherwise agreed, the matter shall be referred to an arbitrator appointed in terms of clause 33.10 hereof.
- 33.10 The appointment of an arbitrator shall be made by agreement between the Parties, after a written submission has been made by either Party to the other of a shortlist containing the names of 3 (three) suitably qualified persons.
- 33.11 If the Parties fail to agree within 14 (fourteen) Days of receipt of the submission, either Party may apply for the nomination of a suitably qualified person by the Chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA"), or by the Vice Chairperson in the absence of the Chairperson.
- 33.12 The reference to the arbitrator shall, unless otherwise agreed, be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No. 42 of 1965, as amended), or any legislation passed in substitution thereof. The arbitration shall, unless otherwise agreed, be conducted in accordance with the AFSA Rules.
- 33.13 The arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certificate or valuation of the Project Manager, the Project Manager or the Executive Officers insofar as it may in his opinion be necessary to do so for the proper determination of

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the dispute.

- 33.14 Neither Party shall be limited in the proceedings before the arbitrator to the evidence or arguments submitted to the Project Manager, the Project Manager or the Executive Officers, for the purposes of preceding proceedings. The award of the arbitrator shall be final and binding on the Parties.
- 33.15 Arbitration proceedings may be entered into after and at any time before the completion or alleged completion of the Services, provided always –
- 33.15.1 that the preceding dispute resolution procedures stipulated herein have been followed and fully exhausted,
- 33.15.2 that no decision given by the Project Manager, the Project Manager or the Executive Officers in accordance with the foregoing provisions shall disqualify him as a witness and from giving evidence before the Arbitrator on any matter whatsoever relevant to the dispute so referred to the Arbitrator.
- 33.16 Any amount which may become payable by the Contractor to the Employer in consequence of any decision by the Chief Executive Officers or of an arbitrator's award, as the case may be, in accordance with the foregoing provisions of this clause, may be recovered in any manner described in clause 29 hereof or by instituting action in a court of competent jurisdiction.
- 33.17 The arbitrator's fees and expenses shall be borne by the parties concerned in accordance with the terms of the arbitrator's award. Should one Party pay the arbitrator's fees, such Party will have the right to recover from the other Party any amount of such fee for which that party is responsible in terms of the arbitrator's award.
- 33.18 Notwithstanding provisions of this clause 33 or any other clause in this Contract, either Party shall be entitled to proceed with court action to a court with relevant jurisdiction if they are not satisfied with the decision Chief Executive Officers.

34 PUBLIC RELATIONS AND PUBLICITY

- 34.1 The Contractor acknowledges that certain information pertaining to the Services is required to

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be disclosed in accordance with the statutory reporting obligations of the Employer as it may be required to publish from time to time in response to enquiries from -

34.1.1 Parliament and its members and officers in accordance with the provisions of the Public Finance Management Act, of 1999;

34.1.2 the Auditor-General under the Public Audit Act, of 2004; and

34.1.3 persons acting in the public interest in accordance with the provisions of the Promotion of Access to Information Act, 2000.

34.2 Subject to clause 35, neither Party shall communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract without the prior approval of the other Party, such consent not to be unreasonably withheld.

35 CONFIDENTIALITY

35.1 Each Party ("the Receiving Party") must treat and hold as confidential all information, which they may receive from the other party ("the Disclosing Party") or which becomes known to them concerning the Disclosing Party during the subsistence of this Contract and any extension thereof.

35.2 The confidential information of the disclosing Party shall, without limitation, include-

35.2.1 software and associated material and documentation, including information contained therein;

35.2.2 all information relating to -

35.2.2.1 the disclosing Party's past, present and future research and development;

35.2.2.2 the Disclosing Party's business activities, products, services, customers and Employers, as well as its technical knowledge and trade secrets;

35.2.2.3 the terms and conditions of this Contract; and

35.2.2.4 Contractor's data.

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- 35.3 The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its confidential information -
- 35.3.1 it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
- 35.3.2 it will initiate internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorized disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;
- 35.3.3 subject to the right to make the confidential information available to their Personnel under clause 35.3.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties;
- 35.3.4 all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the Disclosing Party which have or will come into the possession of the Receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.
- 35.4 Upon termination or expiry of this Contract, the Receiving Party will deliver to the Disclosing Party, or at the Disclosing Party's option, destroy all originals and copies of the Disclosing Party's confidential information in its possession.
- 35.5 The foregoing obligations shall not apply to any information which -
- 35.5.1 is lawfully in the public domain at the time of disclosure;
- 35.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 35.5.3 subsequently becomes available to the Receiving Party from a source other than the Disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
- 35.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court

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order.

- 35.6 Nothing in this Clause shall preclude the Parties from disclosing the confidential information to their professional advisors or financiers in the bona fide course of seeking finance, business and professional advice.
- 35.7 Each Party hereby indemnifies the other Party against any loss or damage, which one Party may suffer as a result of a breach of this Clause by the other Party or its Personnel.
- 35.8 The provisions of this clause 35 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for a period of 2 (two) years after the date of termination. Notwithstanding the aforementioned, the obligation to keep confidential business and trade secrets shall remain in force for an unlimited period of time.

36 LIMITATION OF LIABILITY

- 36.1 Under no circumstances shall either Party be liable for any indirect, consequential or like damages which may arise pursuant to this Contract.
- 36.2 Furthermore, and notwithstanding anything to the contrary herein, the maximum total liability of the Parties to the Employer for any loss or damage suffered by the Employer, its agents, employees or sub-contractors, whether in contract, delict or otherwise, from any cause whatsoever, and whether in relation to damages, penalties or indemnities or otherwise, shall not exceed twice the Contract Price.
- 36.3 Subject to the foregoing, and to the extent that it relates to the Services, the Contractor indemnifies and shall keep Employer indemnified at all times against all losses sustained by Employer in consequence of any -
- 36.3.1 loss of or damage to property;
 - 36.3.2 breach of a statutory duty arising under applicable law;
 - 36.3.3 claim for or in respect of the death or personal injury of any individual; or
 - 36.3.4 any breach by the Contractor of any warranties given by it in this Contract;
 - 36.3.5 including, without limitation, any legal fees or costs, arising in connection with the

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performance or non-performance of any Services; and

36.3.6 save to the extent caused by the negligence or wilful misconduct of Employer or by a breach by Employer of an express provision of this Contract.

36.4 The Contractor indemnifies and shall keep Employer indemnified at all times against all losses sustained by Employer in consequence of any claim or action whatsoever of the Contractor, instituted against Employer by a subcontractor of the Contractor. In the event that the Contractor or any of its sub-contractors rendering the Services to Employer, becomes or become involved in arbitration or other proceedings falling under a collective agreement under a bargaining council, then the Contractor shall immediately inform the Employer thereof and on request supply the Employer with a copy of any award made pursuant to such proceedings or agreement and any documentation that the Employer may request in respect thereof.

37 ENTIRE AGREEMENT

37.1 Except where expressly provided otherwise in this Contract, this Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Contract.

37.2 Each of the Parties acknowledges that -

37.2.1 it does not enter into this Contract on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a Party to this Contract or not) except those expressly contained in or referred to in this Contract, and the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a remedy available under this Contract; and

37.2.2 this clause 37 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Contract which was induced by fraud, for which the remedies available shall be all those available under any Law governing this Contract.

38 SEVERABILITY

Whenever possible, each provision of this Contract shall be interpreted in a manner which makes it effective and valid under any Applicable Law, but if any provision of this Contract is held to be illegal, invalid or unenforceable under any Applicable Law, that illegality, invalidity or unenforceability shall not affect the other provisions of this Contract, all of which shall remain in full force.

39 INDEPENDENT STATUS

39.1 Nothing in this Contract shall be construed as creating a partnership between the Parties and neither Party shall have any authority to incur any liability on behalf of the other or to pledge the credit of the other Party.

39.2 It is recorded that it is the intention of the parties to exclude all legal consequences of a partnership.

40 INDEPENDENT ADVICE

40.1 Each of the Parties hereby respectively agrees and acknowledges that -

40.1.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Contract and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

40.1.2 each provision of this Contract (and each provision of the Annexures) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Contract.

41 COUNTERPARTS

This Contract may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this

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prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

Contract for all purposes.

SIGNED at _____ on _____ 20_____

The Contractor:

For: Contractor

PRINT NAME

Who warrants that he is duly authorised

AS WITNESSES:

1. _____

2. _____

SIGNED at Cape Town on _____

The Employer: THE PASSENGER RAIL AGENCY OF SOUTH AFRICA,

For: THE EMPLOYER

PRINT NAME

Who warrants that he is duly authorised

AS WITNESSES:

1. _____

2. _____

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PASSENGER RAIL AGENCY
OF SOUTH AFRICA

ANNEXURE A:

PERFORMANCE BOND

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ANNEXURE B:

SCOPE OF SERVICES

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ANNEXURE C

SUBCONTRACTORS

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ANNEXURE D

WORKING HOURS AND DAYS

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ANNEXURE E

REQUEST FOR TENDER

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PASSENGER RAIL AGENCY
OF SOUTH AFRICA

ANNEXURE F

Date:

TO: Regional Director
Department of Labour

.....

.....

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 :

GENERAL ADMINISTRATIVE REGULATION :

NOTICE OF CARRYING OUT OF CONSTRUCTION WORK

Dear Sir

With reference to the above Regulation we submit the required information:

(a) The physical address of construction work to be carried out:

(b) The nature of work to be undertaken:

(c) Expected date on which work will commence: _____

(d) Anticipated date for completion: _____

Kind regards

Signature:

Designation:

Name:.....

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ANNEXURE G

**OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993:
GENERAL SAFETY REGULATIONS 11(1):
SUPERVISION OF CONSTRUCTION/BUILDING WORK:
DESIGNATED EMPLOYEE (CONSTRUCTION WORK SUPERVISOR)**

- a) In terms of the provisions of Regulation 11(1) I, (representing the Employer) do hereby appoint
- b) as the Designated Employee on the premises at (physical address) to assist in enforcing the observance of the Regulations framed under the abovementioned Act.
- c) Your designated area(s) is/are as follows :

Date

Signature:

Designation :

ACCEPTANCE OF DESIGNATION

I, do hereby accept this designation and acknowledge that I understand the requirements of this appointment.

Date :

Signature:

Designation:

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ANNEXURE H

**OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993:
GENERAL SAFETY REGULATIONS 13D(3)(b):
SUPERVISION OF CONSTRUCTION/BUILDING WORK:
SCAFFOLD FRAMEWORK: EXPERIENCED PERSON**

In terms of the provisions of Regulation 13D(3)(b) I,

..... (representing the Employer) do hereby appoint
..... as the Experienced Person on the premises at
.....

..... (physical address) to ensure that all scaffold are erected, altered
or dismantled in accordance with the Regulations pertaining to scaffolding.

Date :

Signature :

Designation :

ACCEPTANCE OF DESIGNATION

I, do hereby accept this designation and acknowledge that I
understand the requirements of this appointment.

Date :

Signature :

Designation :

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ANNEXURE I

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993

DECLARATION

In terms of the above Act, I am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature :

Date :

Access to : (Area)

Name of Contractor/Builder:

Contract/Order No.

The Contract Services site/area described below are made available to you for the carrying out of associated Services in terms of your contract/order with (company)

.....

Kindly note that you are at all times responsible for the control and safety of the Services Site, and for
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persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended, and all conditions of the contract pertaining to the site of the Services as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : Date :

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PROJECT MANAGER

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor:I,
..... do hereby acknowledge and accept the duties and
obligations in respect of the Safety of the site/area of Services in terms of the Occupational Health and
Safety Act 85 of 1993.

Name: Designation

Signature:Date

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ANNEXURE J

**PASSENGER RAIL AGENCY OF SOUTH AFRICA
(incorporated in terms of the Legal Succession Act, 9 of 1989)
SAFETY ON SITE**

1. The Contractor shall for the duration of Contract No., in respect of the provision of services to the Region, comply with the provisions of the Occupational Health and Safety Act 85 of 1993 and all regulations promulgated under this Act. For the purposes of the Act and in so far as the Contractor's personnel/employees are concerned, the Site on which the Contractor conducts the services for the Employer occupied by the Contractor, shall for the duration of the aforementioned agreement be deemed to be under the control of the Contractor. As employer, he is in every respect responsible for the compliance, at his own cost, with the provisions of this Act.
2. All records required in terms of this Act, and especially those required in terms of Section 24 of the Act with regard to the reporting of incidents, shall be available for inspection during normal business hours without any prior notice by the designated risk control official(s) of the Employer reportable incidents shall be reported by the Contractor to the Department of Manpower and the designated risk control official(s) of the Employer shall be informed forthwith.
3. The Contractor shall in terms of Sections 17, 18, 19 and 20 of the Act, appoint Safety Representatives and Safety Committees who shall meet as prescribed in Section of the Act. Minutes of the meetings shall be retained as prescribed in Section 7 of the General Administrative Regulations of the Act and shall be made available, on request, to the designated risk control official(s) of the Employer.

Signed at at this day of 20.....

WITNESS:

TENDERER:

.....

.....

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ANNEXURE K
PASSENGER RAIL AGENCY OF SOUTH AFRICA
(incorporated in terms of the Legal Succession Act, 9 of 1989)
COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND
REGULATIONS
AGREEMENT

I, the undersigned,
(full names and surname), on behalf of
(name of company/close corporation), with registration number,

in my capacity as and duly authorised hereto by virtue of a resolution
by the directors/members dated (an extract of which is attached hereto), agree that
the company/close corporation is an employer in its own right with rights and obligations, as set out in
the Occupational Health and Safety Act 85 of 1993, and that the company/close corporation shall
ensure that all work performed and all machinery and plant used in terms of the above mentioned
contract shall be in accordance with the terms and conditions of the said Act.

The company/close corporation furthermore agrees to comply at all times with the terms and conditions
of the various instructions attached hereto, and which may be amended from time to time. Further
instructions may also be added from time to time by the Employer.

Signed at on this day of 20.....

WITNESS :

TENDERER :

.....

.....

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ANNEXURE L

PASSENGER RAIL AGENCY OF SOUTH AFRICA

(incorporated in terms of the Legal Succession Act, 9 of 1989)

GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises sections 1 to 50 and all irrevocable REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act, 1986 (Act No. 6 of 1986) as amended as well as other REGULATIONS which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or a sub- contractor for the work, but without derogating from his status in his own right as an Employer or user of plant or machinery.
3. Section 37 of the Occupational Health and Safety Act potentially holds employers (principles) responsible for the unlawful acts or omissions of mandatories (contractors) save where a Written Contract between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above Contract form an integral part of the Contract.
5. To perform in terms of this Contract mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (sub-contractors) are advised to conclude a similar Written Contract.
7. Be advised that this Contract places the onus on the mandatory to contact the employer in the event of inability to perform as per this Contract. The Employer, however reserves the right to unilaterally take any steps as may be necessary to enforce this Contract.

Signed at _____ on this _____ day of _____ 20__

WITNESS :

TENDERER :

.....

.....

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ANNEXURE M

PASSENGER RAIL AGENCY OF SOUTH AFRICA

(incorporated in terms of the Legal Succession Act, 9 of 1989)

**COMPLIANCE WITH THE COMPENSATION FOR OCCUPATIONAL
INJURIES AND DISEASES ACT 130 of 1993**

1. The Contractor and sub-contractor shall comply with the provisions of the above Act and all regulations promulgated under this Act.
2. Written proof of compliance shall for the duration of Contract No., in respect of the provision of Signal personnel to the Employer, be made available, upon request, to the Employer.

Signed at _____ on this _____

day of _____ 20_____.

WITNESS :

TENDERER :

.....

.....

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ANNEXURE N

CONTRACTUAL SAFETY CLAUSES

Between

“THE EMPLOYER” AND “.....”

FOR THE PROJECT:

1. The parties agree on the following arrangements according to section 32 (1...2) of the Occupational Health and Safety Act 85 of 1993 to ensure compliance by the mandatory with the provisions of the Act.
2. That a Contractor is an “employer” in his own rights as defined in section 1 of Act 85 of 1993 as amended and that he must fulfil all his obligations as an Employer in terms of the Act.
3. The “Employer”, and the Project Manager hereby agree, in terms of the provisions of Section 37 (1...2) of the Occupational Health and Safety Act 85 of 1993 , hereinafter referred to as the (Act) that the following arrangements and procedures shall apply between them to ensure compliance by the Project Manager with the provisions of the Act, namely:
 - a) The Project Manager undertakes to acquaint the appropriate Officials and Employees of the Contractor/s with all relevant provisions of the Act and the regulations promulgated in terms of the Act.
 - b) The Project Manager undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations in terms of the Act and Regulations will be fully complied with.
 - c) The Project Manager hereby accepts sole liability for such due compliance with relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

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- d) The Project Manager agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate records held by the Project Manager/Contractor.
 - e) The Project Manager/Contractor shall be obliged to report forthwith to the employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in Writing of such investigation, complaint or criminal charge.
 - f) The Project Manager/Contractor shall comply with the requirements of Act 85 of 1993, in its entirety.
4. Where special permits are required such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by the Employer for this purpose, and all requirements of the permit must be strictly complied with by the Project Manager/Contractor. As well as to comply fully with the general conditions and specifications in E7/1 2012 of April 1991 Annexures "A" & "B" as well as Metrorail, Safety Instructions for H.V. Electrical equipment, engineering instructions and E.4E (November 1996) specifications.
5. The Project Manager's appointed Health and Safety Co-ordinator must liaise with the Employer on matters pertaining to occupational health and safety and be part of such internal safety committee while on contract.
6. The appointed Health and Safety Co-ordinator must liaise at least once a week with the Risk Manager of the Employer.
7. The Project Manager shall furnish Risk Manager of the Employer immediately with full particulars of any sub-contractor that he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.

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8. The Project Manager shall advise the Risk Manager of the Employer Services of any hazardous or potentially hazardous situations that may arise from work being performed either by the Contractor or his sub-contractor.
9. Copies of all appointments required by the Act must be given to the Risk Manager of the Employer.
10. A letter of good standing in terms of section 80 (Employer to register with the Compensation Commission) of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, must also be furnished.
11. All clauses in the contract pertaining to health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.
12. The Contractor:
 - a) must identify work processes that will be undertaken during the contract;
 - b) must identify any hazards that might occur due to work processes;
 - c) must provide control processes and mechanisms to prevent hazards developing into incidents.
13. Provision shall be made by the Contractor to ensure that the work does not hinder and/or endanger commuters on the premises. Sufficient room for movement especially during peak times, shall be provided for commuters.
14. An authorized representative of the Employer can stop any unsafe violation being done by the contractor or organize the necessary remedial steps (the cost whereof shall be for the contractor's account) should any deviation from these conditions and or contract come to the attention of the Employer, until the Contractor has complied with such conditions.
15. This document or a copy thereof must be in the possession of the Contractor/Employer or an Employee of the contractor who is in charge of the premises. All Act 85 appointed persons names with their level of responsibility according to Act 85 to be submitted to Risk Manager the Employer as applicable.

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WHAT IS A SAFETY CASE?

A Safety Case is an arrangement or promise by one party using or operating on the assets of the other party, to execute its activities in a safe and responsible manner, and in which risks are identified and the control mechanisms and program to manage the activities and risks are spelled out in detail to the satisfaction of the other party.

PREPARING A SAFETY CASE

1. Identify players (e.a. Contractor/Sub-contractor).
2. What acts, rules, regulations, codes of practice, etc. are applicable.
3. Identify hazards and assess risks to commuters, public, the Employer personnel, Rolling Stock, etc.
4. Access control mechanisms for managing risks, are they in place and adequate?
5. Determined action.
6. Indemnifies other party of responsibility of own personnel's health and safety. Accountability must be made clear.
7. Name of the responsible person (Act 85/1993) for the project.
8. Document aforesaid in a Safety Case, signed by the Project Manager.

WHY THE NEED FOR A SAFETY CASE?

1. Act 85 of 1993 requires that the working environment is safe and without risk to the safety and health of employees, clients and public in general. The Safety Case will identify the risks that one Party's activities may expose the other Party's employees, clients and the general public to, and the mechanisms required to address these risks.
2. Because there are two asset owners, viz Intersite and the Project Manager (Project Manager/Contractor assets referred to are scaffolds, machines, vehicles, etc.), the relationships, responsibilities and accountability to ensure safe working are essential, which will be addressed

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in the Safety Case.

3. Railway operations are large and complex. The mix of technologies, equipment age, the workforce's attitude, all affect safety. The Safety Case is intended to be part of the self-regulatory mechanism in which the parties give confidence to each other that they have the ability, commitment and resources to properly access and effectively manage the risks to health and safety of staff and the general public.
4. The Safety Case is a tool for directing the attitudes and activities of all personnel, from top management to worker. It is therefore essential that all levels be involved in the process to obtain full commitment to ensure that safe practice are in place and carried out.
5. The Safety Case will identify the risks and the mechanism required to address them.
6. A Safety Case is unique to each project or any phase of a project.

General Information

1. The Occupational Health and Safety Act Comprises Sections 1 to 50 and all unrepealed regulations promulgated in terms of the former Machinery and Occupational Safety Act 85 of 1993 as amended as well as other regulations promulgated in terms of the former Machinery and Occupational Safety Act 85 of 1983 as amended as well as other regulations which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or a sub-contractor for work, but without derogating from his status in his own right as an Employer or user of plant or machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principles) for the unlawful acts or omissions of mandatories (contractors) save where a Written Contract between the parties has been concluded containing arrangements and procedures to ensure compliance with the said act by the mandatory.
4. All documents attached hereto or referred to in the above Contract form an integral part of the Contract.
5. To perform in terms of this Contract mandatories must be familiar with the relevant provisions of

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the Act.

6. Mandatories who utilize the services of their own mandatories (sub-contractors) are advised to conclude a similar Written Contract.
7. Be advised that this Contract places the onus on the mandatory to contact the employer in the event of inability to perform as per this Contract.
8. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this Contract.

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ANNEXURE O

“THE EMPLOYER” AND

“MANDATORY”

FOR THE PROJECT:

I “_____” representing

.....

(Mandatory) do hereby acknowledge that
..... is an Employer in its own right with
duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to
ensure that all work will be performed or machinery and plant used in accordance with the provisions
of the said Act.

I furthermore agree to comply with the requirements of and the Employer as contained in the documents
attached hereto and to liaise with the employer should I for whatever reason, be unable to perform in
terms of this Contract. The mandatory responsibilities remain mandatory’s onus and do not absolve the
mandatory from any agreements or laws.

Signed at _____ on this _____ day of _____ 20____

Signature _____ on behalf of (Mandatory)

Signature _____ of behalf of (the Employer).

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ANNEXURE P
SPECIFICATION E4E PRASA (2004)
PASSENGER RAIL AGENCY OF SOUTH AFRICA
SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

- 1.1 The Contractor and PRASA are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by PRASA, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 PRASA accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Services.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -

2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

2.3 "**competent person**" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed:

Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

2.4 "**contractor**" means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.

2.5 "**fall protection plan**" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;

- 2.6 **“health and safety file”** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **“Health and Safety Plan”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (a) includes excavation work deeper than 1m; or
- (b) includes working at a height greater than 3 metres above ground or a landing.

- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.

- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the

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necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.

- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

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- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees

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where applicable;

- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
 - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.5 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.6 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.7 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

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- 5.8 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.9 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.10 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.12 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include: -
- (a) a Risk Assessment of all work carried out from an elevated position;

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- (b) the procedures and methods to address all the identified risks per location;
- (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) the training of employees working from elevated positions; and
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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ANNEXURE 1 TO ANNEXURE P

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

1(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number:

3(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

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6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

10. Estimated maximum number of persons on the construction site:

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

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prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

Principal Contractor

Client

Date

Date

- * THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

- * **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

ANNEXURE 2 TO ANNEXURE P

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____

representing the Employer) do hereby appoint

As the Competent Person on the premises at

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows: -

Date: _____

Signature: _____

Designation: _____

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ACCEPTANCE OF DESIGNATION

*I, _____ do hereby accept this Designation and
acknowledge that I understand the requirements of this appointment.*

Date _____

Signature _____

Designation: _____

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ANNEXURE 3 TO ANNEXURE P

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):

DECLARATION

In terms of the above Act I, _____ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature: _____

Date: _____

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ANNEXURE 4 TO ANNEXURE P

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF PRASA LIMITED)

SITE ACCESS CERTIFICATE

Access to: _____ (Area)

Name of Contractor/Builder _____

Contract/Order No.: _____

The contract Services site/area described above are made available to you for the carrying out of associated Services

In terms of your contract/order with

(Company) _____

Kindly note that you are at all times responsible for the control and safety of the Services Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the Services as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed: _____ **Date:** _____

TECHNICAL OFFICER

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ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder:

_____ I,

_____ do hereby

**acknowledge and accept the duties and obligations in respect of the Safety of the site/area
of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.**

Name: _____ **Designation:** _____

Signature: _____ **Date:** _____

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ANNEXURE Q

PASSENGER RAIL AGENCY OF SOUTH AFRICA

**SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY
LINES AND NEAR HIGH VOLTAGE**

EQUIPMENT

(E7/1 2012)



**ISSUED BY : The Executive Manager
Asset Management and Development
PRASA**

September 1999

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(E7/1 2012)

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E7/1 2012

PASSENGER RAIL AGENCY OF SOUTH AFRICA

APPROVAL SHEET

DESIGNATION	SIGNATURE	DATE
Approved by: PRASA –MANAGEMENT BOARD		
Issued by: PRASA – Executive Manager (AM&D)		
Understood and accepted by: PRASA – INFRA		

PASSENGER RAIL AGENCY OF SOUTH AFRICA

05/2023/CTN/INFRA

**REQUEST FOR: VEGETATION CONTROL IN RAIL RESERVES,
YARDS, AND INFRASTRUCTURE ASSETS WITHIN AREA CENTRAL
OF THE METRORAIL WESTERN CAPE REGION FOR A PERIOD OF 30
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E7/1 2012

**SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND
NEAR HIGH VOLTAGE EQUIPMENT**

(This specification shall be used in PRASA contracts)

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1 DEFINITIONS

The following definitions shall apply:

Authorised Person: A person whether an employee of PRASA or not, who has been specially authorised to undertake specific duties in terms of Spoornet's publication ELECTRICAL SAFETY INSTRUCTIONS, and who holds a certificate or letter of authority to that effect.

Barrier: Any device designed to restrict access to and prevent inadvertent contact with exposed "live" high-voltage electrical equipment.

Bond: A short conductor installed to provide electrical continuity.

Responsible Representative: The responsible person in charge, appointed by a contractor, who has undergone specific training (and holds a certificate) to supervise staff under his control to work on, over, under or adjacent to railway lines and in the vicinity of high-voltage electrical equipment.

Contractor: Any person or organisation appointed by PRASA to carry out work on its behalf.

Dead: Isolated and earthed.

Electrical Officer (Contracts): The person appointed in writing by the responsible Electrical Engineer in PRASA or PRASA'S maintenance Contractor as the person who shall be consulted by the Contractor in all electrical matters to ensure that adequate safety precautions are taken by the Contractor.

Engineer: The person, firm or company appointed by PRASA to act as Engineer for the purposes of the contract and designated as such in the Special Conditions of Contract, or any other Engineer appointed from time to time by PRASA and notified in writing to the Contractor.

Executive Officer: The person appointed by PRASA from time to time as the Executive Officer to act according to the rights and powers held by and obligations placed upon him in terms of

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the Contract.

High-Voltage: A voltage normally exceeding 1 000 volts.

Live: A conductor is said to be "live" when it is at a potential different from that of the earth or any other conductor of the system of which it forms a part.

Near: To be in such a position that a person's body or the tools he is using or any equipment he is handling may come within 3 metres of live exposed high-voltage electrical equipment.

Occupation: An authorisation granted by PRASA or PRASA'S maintenance and/or operating Contractor for work to be carried out under specified conditions on, over under or adjacent to railway lines.

Occupation Between Trains: An occupation during an interval between successive trains.

Project Manager: The person or juristic person appointed by PRASA from time to time as the Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.

Total Occupation: An occupation for a period when trains are not to traverse the section of line covered by the occupation.

Work on: Work undertaken on or so close to the equipment that the specified working clearances to the live equipment cannot be maintained.

Work Permit: A combined written application and authority to proceed with work on or near dead electrical equipment.

PART A - GENERAL SPECIFICATION

2. AUTHORITY OF OFFICERS OF PRASA OR PRASA'S MAINTENANCE AND/OR OPERATING CONTRACTOR

- 2.1 The Contractor shall co-operate with the authorised personnel of PRASA or PRASA'S maintenance and/or operating Contractor and shall comply with all instructions issued and restrictions imposed with respect to the Services which bear on the presence and operation of PRASA or PRASA'S railway lines and high-voltage equipment.
- 2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of PRASA or PRASA, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of PRASA or PRASA assets or any person is affected. **CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

3. CONTRACTOR'S REPRESENTATIVES

- 3.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Engineer with the names, addresses and telephone numbers of the representatives.
- 3.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.
- 3.3 The Responsible Representative shall be familiar with the contents and provisions of the ELECTRICAL SAFETY INSTRUCTIONS, copies of which they shall keep in their possession for the duration of the contract.

4. OCCUPATIONS AND WORK PERMITS

- 4.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Engineer and at times to suit the requirements of PRASA or PRASA'S maintenance and/or operating Contractor.

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- 4.2 The Contractor shall organise the Services in a manner, which will minimise the number and duration of occupations and work permits required.
- 4.3 PRASA shall not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.
- 4.4 The Contractor shall submit to the Engineer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. PRASA or PRASA'S maintenance and/or operating Contractor does not undertake to grant an occupation or work permit for any particular date, time or duration.
- 4.5 PRASA or PRASA'S maintenance and/or operating Contractor reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8 above.
- 4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.
- 4.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit, but not exceeding the balance of the reduced occupation or work permit.
- 4.8 Reimbursement of the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Engineer certifies that no other work on which the labour and plant could be employed was immediately available.

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- 4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Engineer written confirmation of the date, time and duration of the occupation including the specified conditions applicable.
- 4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of Annexure 8.1 of the ELECTRICAL SAFETY INSTRUCTIONS, presented by an authorised person, signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of Annexure 8.1 of the ELECTRICAL SAFETY INSTRUCTIONS, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Responsible Representative shall advise all his workmen accordingly.

5. SPEED RESTRICTIONS AND PROTECTION

- 5.1 When speed restrictions are imposed by PRASA or PRASA'S maintenance and/or operating Contractor because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.
- 5.2 When the Engineer considers protection to be necessary the Contractor shall, provide all protection including flagmen, other personnel and all equipment for the protection of PRASA or PRASA's personnel and assets, the public and including trains. The Contractor shall arrange training and PRASA accreditation of the Contractor's flagmen and other personnel performing protection duties. The cost of the training shall be to the Contractor's account. It remains the responsibility of the Contractor to protect his personnel and assets at all times.
- 5.3 The Contractor shall consult with the Engineer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in PRASA's publication, PERMANENT WAY INSTRUCTIONS.
- 5.4 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by PRASA or PRASA'S maintenance and/or operating Contractor personnel providing protection.

6. ROADS ON PRASA OR PRASA PROPERTY

- 6.1 The Contractor shall use every reasonable means to prevent damage to any of the roads or bridges communicating with or on the direct route to the site and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as reasonably possible.
- 6.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Engineer has obtained the approval of the road authority concerned.

7. CLEARANCES

- 7.1 No temporary Services shall encroach on the appropriate minimum clearances set out in PRASA's publications, PERMANENT WAY INSTRUCTIONS and ELECTRICAL SAFETY INSTRUCTIONS.

8. STACKING OF MATERIAL

- 8.1 The Contractor shall not stack any material closer than 3 metres from the centre line of any railway line or within 2.5 metres of the boundary fence without prior approval of the Engineer and considering the presence of any trackside equipment.
- 8.2 All stacking of material shall take place in accordance with the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and the ELECTRICAL SAFETY INSTRUCTIONS.

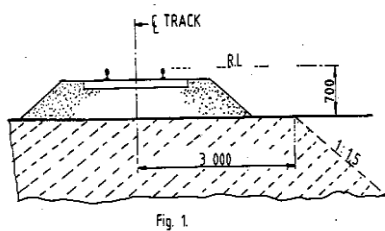
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9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

- 9.1 Unless otherwise approved by the Engineer any excavation adjacent to a railway line shall not encroach on the hatched area shown in Figure 1.



Formation level

- 9.2 The Contractor shall provide, at his own cost, any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 9.3 Where required by the Engineer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.
- 9.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Engineer.
- 9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

10. FALSEWORK FOR STRUCTURES

- 10.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Engineer and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Engineer a certificate signed by a registered professional engineer certifying that he has

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checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Engineer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

11. PILING

11.1 The Engineer will specify the conditions under which piles may be installed on PRASA or PRASA property.

12. UNDERGROUND SERVICES

12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.

12.2 Any damage shall be reported immediately to the Engineer, or to the personnel in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

12.3 Any previously uncharted underground services encountered by the Contractor during the course of his activities shall be reported immediately to the Engineer who shall ensure the necessary inclusion in the “as built” drawings.

13. BLASTING

13.1 No blasting in the vicinity of a railway line shall be carried out except with the prior written permission of the Engineer and under such conditions as he may impose.

13.2 The Contractor shall make arrangements for the supply, transport, storage and use of explosives.

13.3 The Contractor shall have labour, tools and plant, to the satisfaction of the Engineer, available on the site to clear immediately any stone or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the PRASA’s maintenance and/or operating Contractor.

13.4 The Contractor shall advise the Engineer of his intention to blast at least 21 days prior to the 05/2023/CTN/INFRA

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commencement of any blasting operations.

- 13.5 Before any blasting is undertaken, the Contractor and the Engineer shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any cracking or damage that exists. The Contractor, at his own expense shall make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Engineer, is a direct result of the blasting.
- 13.6 All claims shall be settled by the Contractor as soon as possible. Should unreasonable delays occur, the PRASA will have the right to settle any such claims and recover the costs from the Contractor.
- 13.7 Within a reasonable time after completion of the blasting, the Contractor shall obtain a written clearance from each land owner in the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties have been settled.
- 13.8 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 13.9 Blasting within 500 metres of a railway line will only be permitted during intervals between trains. A person appointed by the Engineer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.
- 3.10 The flagmen described in clause 13.9 above, where provided by PRASA or PRASA'S maintenance and/or operating Contractor, are for the protection of trains and PRASA or PRASA property and personnel only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.
- 13.11 The person described in clause 13.9 above will record in a book provided and retained by the Engineer the dates and times:

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- (i) when each request is made by him to the controlling station for permission to blast;
- (ii) when blasting may take place;
- (iii) when blasting actually takes place; and
- (iv) when he advises the controlling station that the line is safe for the passage of trains.

13.12 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Engineer and the person who will do the blasting shall both sign the book whenever an entry described in clause 13.11 above is made.

13.13 The terms of clause 27 hereof shall be strictly adhered to.

14. RAIL TROLLEYS

14.1 The use of rail trolleys on a railway line will be permitted only if approved by the Engineer and under the conditions stipulated by him.

14.2 All costs in connection with such trolley working requested by the Contractor shall, unless otherwise agreed, be borne by the Contractor, including the costs of any train protection services required.

15. ANCILLARY TRACKSIDE EQUIPMENT AND FACILITIES.

15.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of a railway line/lines.

15.2 No signal connections on track-circuited tracks shall be severed without the Engineer's knowledge and consent.

15.3 No ancillary trackside equipment or facilities such as axle counters, bonds, wiring runs, connection boxes, points machines, signals, drainage systems etc. shall be disconnected, removed, altered or in any way interfered with without the Engineer's knowledge and consent.

16. PENALTY FOR DELAYS TO TRAINS

16.1 If any trains are delayed by the Contractor and the Engineer is satisfied that the delay was

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avoidable, a penalty will be imposed on the Contractor in terms of the Special Conditions of Contract.

17. COMPLIANCE WITH STATUTES AND REGULATIONS

17.1 The Contractor shall comply with the provisions of the following:

- (i) the OHS Act 85 of 1993, as amended;
- (ii) the Explosive Act 26 of 1956, as amended;
- (iii) the Workmen's Compensation Act, 1941, as amended;
- (iv) the Mines Health and Safety Act 29 of 1996, as amended;
- (v) the ELECTRICAL SAFETY INSTRUCTIONS, as amended;

and all regulations framed under these acts.

17.2 The Contractor shall prepare and submit to the PRASA's maintenance and operating contractor for acceptance, a Safety Case clearly explaining his Safety Management System. A site access certificate will not be issued to the Contractor unless this Safety Case has been accepted.

17.3 The Contractor shall comply with the provisions of the OHS Act 85 of 1993, as amended. For the purpose of this Act, the site occupied by the Contractor is transferred, for the duration of the contract, to the control of the Contractor as if it were his property. Prior to commencement of any work, and following the acceptance of a Safety Case, a site access certificate shall be issued to the Contractor by the PRASA's maintenance and/or operating Contractor. As employer, the Contractor is in every respect responsible for compliance with the provisions of this Act.

17.4 Compliance with all applicable legislation shall be entirely at the Contractor's cost.

18. TEMPORARY LEVEL CROSSINGS

18.1 Applications for temporary level crossings shall be submitted by the Contractor in writing for approval to the PRASA's maintenance and/or operating Contractor. These applications shall

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include a plan and cross-sectional view of the site including all affected services and proposed temporary alterations thereto.

- 18.2 The PRASA's maintenance and/or operating Contractor may permit the construction of a temporary level crossing over the railway line at any approved site. The period for which the level crossing is permitted will be at the discretion of the PRASA's maintenance and/or operating Contractor.
- 18.3 The Contractor at his own cost, shall arrange the construction by a nominated specialist subcontractor of the entire approved temporary level crossing, including all level crossing signs and height gauges and alterations to communication, power and signal equipment as well as drainage.

The constructed temporary level crossing shall be subject to the inspection and approval of the PRASA's maintenance and/or operating Contractor. After the temporary level crossing has served its purpose, the Contractor, at its own cost, shall arrange its removal by a nominated specialist Contractor and return the infrastructure assets to normal to the approval of PRASA's maintenance and/or operating contractor.

- 18.4 The Contractor shall, at his own cost, take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the level crossing to himself and his employees, his sub-contractors and their employees, the staff of the PRASA and its maintenance and/or operating Contractor and to such other persons as the PRASA may permit, of whose identity the Contractor will be advised.

If ordered by the PRASA's maintenance and/or operating Contractor, the Contractor shall, at his own cost, appoint persons to control road traffic using any temporary level crossing. Such persons shall stop all road traffic when any approaching train is within 750 m of the level crossing and shall not allow the road traffic to proceed over the level crossing until the lines are clear.

PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE

ELECTRICAL EQUIPMENT

1 GENERAL

- 1.1 This specification is based on the contents of Spoornet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract on request only. These instructions apply to all work near live high-voltage equipment maintained and/or operated by PRASA or PRASA'S maintenance contractor, and the onus rests on the Contractor to ensure that he obtains a copy.
- 1.2 The Contractor's attention is drawn in particular to the contents of Sections 1 and 2 of the publication ELECTRICAL SAFETY INSTRUCTIONS.
- 1.3 The publication ELECTRICAL SAFETY INSTRUCTIONS covers the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 1.4 This specification must be read in conjunction with and not in lieu of the publication ELECTRICAL SAFETY INSTRUCTIONS.
- 1.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.
- 1.6 The Contractor shall regard all high-voltage equipment as live unless a work permit is in force.
- 1.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of PRASA or PRASA's maintenance contractor where this is necessary.

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- 1.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

2. WORK ON BUILDINGS OR FIXED STRUCTURES

- 2.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earth Services of any kind above ground level situated within 3 metres of live high voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.
- 2.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Services.
- 2.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

3. WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING AND/OR UNLOADING

- 3.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely:-
- (i) the floor level of trucks;
 - (ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
 - (iii) walkways between coaches and locomotives.

When in these positions, no person may raise his hands or any equipment or material he is handling above his head.

- 3.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 3.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc. should be

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avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.

- 3.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.
- 3.5 Where the conditions in clauses 3.1 to 3.3 above cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the relevant authority at the Contractor's costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the responsible Electrical Engineer in PRASA or PRASA'S maintenance contractor.

4. USE OF EQUIPMENT

4.1 MEASURING TAPES AND DEVICES.

- 4.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.
- 4.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.
- 4.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the senior responsible Electrical Engineer in PRASA or PRASA'S maintenance contractor, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.
- 4.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 4.1.1 to 4.1.3 above are required.

4.2 PORTABLE LADDERS.

- 4.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that

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the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

4.3 SERVICES FROM INSULATED VEHICLES AND TRESTLE TROLLEYS.

4.3.1 Where specially constructed insulated vehicles or trestle trolleys are available for use, authorised persons, category A, or a person issued with a letter of authority (clause 303.0 of the ELECTRICAL SAFETY INSTRUCTIONS) may be permitted to work from the top of such vehicles under “live” overhead track equipment.

5. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

5.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, shall be carried completely below head height near live high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.

5.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

5.3 The presence of overhead power lines shall always be considered, especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

6. PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.

6.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:

- (i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the

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work shall be supervised by the Responsible Representative.

(ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.

6.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

6.3 The provisions of clauses 6.1 and 6.2 above shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

7. USE OF WATER

7.1 No water shall be used in the form of a jet if it can make contact with any live high-voltage equipment or with any person working on such equipment.

8. USE OF CONSTRUCTION PLANT

8.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

8.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.

8.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

8.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.

8.5 Clauses 8.1 to 8.4 above shall apply mutatis mutandis to the use of maintenance machines of
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any nature.

9. WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT

- 9.1 If the Responsible Representative finds that the work cannot be done in safety with the high voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.
- 9.2 If a work permit is issued the Responsible Representative shall:
- (i) before commencement of work ensure that the limits within which work may be carried out have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands these limits.
 - (ii) sign portion C of the permit before commencement of work;
 - (iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;
 - (iv) care for the safety of all persons under his control whilst work is in progress; and
 - (v) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

10. TRACTION RETURN CIRCUITS IN RAILS

- 10.1 Dangerous conditions can be created by removing or severing any bond.
- 10.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by an Authorised Person.
- 10.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Engineer at least 21 days written notice when removal of such bonds is necessary.

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- 10.4 No work on the track, which involves interference with the traction return rail circuit, either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

11. BLASTING

- 11.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days' notice of his intention to blast. The Electrical Officer (Contracts) shall then decide whether it is necessary to have an Authorised Person in attendance during such operations.
- 11.2 The terms of clause 13 of SPK7/1 Part A or clause 15 of the SPK7/2 Part A, as applicable, shall be strictly adhered to.

12. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY PRASA OR PRASA'S MAINTENANCE CONTRACTOR

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by PRASA or PRASA'S maintenance contractor, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and/or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes:

- (i) Equipment of Electricity Suppliers;
- (ii) the Contractor's own power supplies;
- (iii) Equipment being installed by, but not yet taken over from the Contractor, and
- (iii) Electrified Private Siding equipment.

Signed by THE CONTRACTOR at CAPE TOWN on this day of 20.....
in the presence of the undersigned witnesses.

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THE BIDDER AS WITNESSES: (1) _____

(.....)
who warrants that he/she is
duly authorized to sign

(2) _____

Signed on behalf of THE CLIENT at on this
day of 20..... in the presence of the undersigned
witnesses.

THE CLIENT AS WITNESSES: (1) _____
(PASSENGER RAIL AGENCY
OF SOUTH AFRICA) (2) _____

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ANNEXURE 3

PERFORMANCE BOND

PERFORMANCE GUARANTEE

Guarantee Reference Number: _____

1. You have entered into a written contract with _____ **[insert the name and registration number of company and close corporation]** (the "**Applicant**") on _____ **[insert date]** (the "**Contract**") in terms of which the Applicant is required to furnish you with a performance guarantee for the maximum amount of R**[insert]** (**[insert amount in words]**).
2. We, _____ Bank, _____ registration number _____ **[insert address]** (the "**Bank**") hereby guarantees the payment to you on your first written demand of up to a maximum aggregate amount of R**[insert]** (**[insert amount in words]**) (the "**Guarantee Amount**") in the event that the Applicant fails to fulfil any of its obligations under the Contract.
3. The Bank's liability under this guarantee is principal in nature and is not subject to any agreement. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract or any other arrangements between the Applicant and yourself, whether oral or in writing.
4. The Bank will pay on written demand and will not determine the validity of the demand or become party to any claim or dispute of any nature which any party may allege.
5. Payment will only be made by the Bank against return of this original guarantee by you or your duly authorised agent.
- 6 This guarantee shall expire at 12:00 at the abovementioned office of the Bank on _____ **[insert the expiry date]** ("**Expiry**") and any claim and statement received hereunder must be received at this office before Expiry. After Expiry, this guarantee shall become null and void, whether returned to the Bank for cancellation or not and any claim or statement received after Expiry shall be ineffective.

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7. This guarantee is neither negotiable nor transferable and is restricted to the payment of a sum of money only and limited to the Guaranteed Amount.
8. With each payment by the Bank under this guarantee, the Bank's liability shall be reduced *pro rata*.
9. This guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts.
10. The Bank accepts that the Beneficiary's address reflected above is the Beneficiary's *domicilium citandi et executandi* for all purposes in connection with this guarantee.

SIGNED at _____ on _____ 20__

Witnesses:

1. _____ For: _____
BANK
Duly represented by
Full Name:

2. _____ For: _____
BANK
Duly represented by
Full Name:

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FORM A: INVITATION TO BID

PART A

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

BID NUMBER:	05/2023/CTN/INFRA	CLOSING DATE:	13 October 2023	CLOSING TIME:	12h00pm
DESCRIPTION	Vegetation Control in Rail Reserves Yards and Infrastructure Assets within Area Central of the Metrorail Western Cape Region for a period of 30 Months				

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)

1 Adderley Street
METRORAIL SUPPLY CHAIN MANAGEMENT
6TH FLOOR, ROOM 622A
PROPNET BUILDING
CAPE TOWN

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	L. TSHUKU
TELEPHONE NUMBER	021) 449 3087
E-MAIL ADDRESS	lindeka.tshuku@prasa.com

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
A REGISTERED AUDITOR	<input type="checkbox"/>	A REGISTERED AUDITOR			
NAME:					

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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REQUEST FOR: VEGETATION CONTROL IN RAIL RESERVES, YARDS, AND INFRASTRUCTURE ASSETS WITHIN AREA CENTRAL OF THE METRORAIL WESTERN CAPE REGION FOR A PERIOD OF 30 MONTHS



TENDER NUMBER: 05/2023/CTN/INFRA

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

With effect from **20th September 2023** the tender documents can be downloaded on National Treasury e-tender website

1. A compulsory tender briefing meeting with representatives of the Employer will take place at the **Room 163, Infrastructure Building, Off Malta Road, Salt River, Cape Town on the 04th October 2023 at 11:00 am.**
2. Arrangements can be made to make bids available before closing date provided that the prospective bidder has attended the compulsory briefing meeting.
 - Bidders must arrange own transport and parking.
 - Bidders failing to attend the compulsory tender briefing session will be disqualified.
 - PRASA reserves the right to only allow Bidders in possession of a valid tender document at the briefing.
 - A maximum of two representatives per company will be allowed to attend the briefing.
 - Bidders are required to bring their own PPE for the site walkabout.

Tender No: 05/2023/CTN/INFRA

Description: Request for Proposals – Vegetation Control in Rail Reserves, Yards, and Infrastructure Assets within Area Central of the Metrorail Western Cape Region for a period of 30 Months

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__.

BIDDER : Signature_____

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REQUEST FOR: VEGETATION CONTROL IN RAIL RESERVES, YARDS, AND INFRASTRUCTURE ASSETS WITHIN AREA CENTRAL OF THE METRORAIL WESTERN CAPE REGION FOR A PERIOD OF 30 MONTHS

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8 FORM B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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FORM C: TENDER FORM (PRICING SCHEDULE)

CURRENT TENDER DETAILS

Request number: **05/2023/CTN/INFRA**

Request for Tender: **Vegetation Control in Rail Reserves, Yards, and Infrastructure Assets within Area Central of the Metrorail Western Cape Region for a period of 30 Months**

I / We _____
(Insert Name of Tendering Entity)

of _____

(Full address)
Conducting business under the style or title of:

Represented by: _____

in my capacity as: _____

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated _____, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called "the WORKS") at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of tender documents for the sum of R

_____ (amount in words), (All

applicable taxes included)

- N.B.** (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.
- (ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.

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- (iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the PRASA to conform to the total amount.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should PRASA decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)

CAPACITY

SIGNATURE

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I / We accept that should PRASA accept my / our tender and issue me / us with the notice of acceptance, this tender and, if any, its covering letter and any subsequent exchange of correspondence together with the PRASA acceptance thereof, such acceptance shall be subject to a written contract to be concluded between the PRASA and me / us.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the PRASA to do so within **7 (seven)** working days of notification by the PRASA that the contract documents are ready for signature.

I / We undertake to complete the whole of the WORKS within _____

(in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the PRASA I / we shall pay to the PRASA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions or omissions shall not in any way prejudice the PRASA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the PRASA, but shall be granted only if I / we can prove to the reasonable satisfaction of the PRASA that the penalty is out of

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proportion to the prejudice suffered by the PRASA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until _____ **(a minimum period of 90 working days from closing date is required).**

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the PRASA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I / We undertake, in the event of my / our tender being accepted, to deposit with the PRASA as security for the due and proper completion of the WORKS, a Performance Bond issued by a South African registered Bank to the value of **five (5) 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. _____

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9 FORM D: SITE INSPECTION / PRE-TENDER BRIEFING SESSION

Request number:	05/2023/CTN/INFRA
Request for Proposal:	Vegetation Control in Rail Reserves, Yards, and Infrastructure Assets within Area Central of the Metrorail Western Cape Region for a period of 30 Months

Attendance

This is to certify that _____ has / have today attended the site inspection / tender briefing session to which this enquiry relates.

THUS DONE and SIGNED at _____ on this
_____ day of _____

for / on behalf of PRASA

Designation

Acknowledgement

This is to certify that the Bidder has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by the PRASA for the carrying out of the proposed WORKS to which the enquiry relates

THUS DONE and SIGNED at _____
on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

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

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10 FORM E: STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY BIDDER

CURRENT TENDER DETAILS

Request number:	05/2023/CTN/INFRA
Request for:	Vegetation Control in Rail Reserves, Yards, and Infrastructure Assets within Area Central of the Metrorail Western Cape Region for a period of 30 Months

Bidders must state particulars of the works successfully carried out

CLIENT	TEL. NUMBER	NATURE OF WORKS	VALUE OF WORKS FOR WHICH BIDDER WAS DIRECTLY RESPONSIBLE	CONTRACT/ PROJECT PERIOD

If the space provided above is insufficient for all the information, Bidder should furnish the information separately.

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11 FORM F: SECURITY SCREENING FORM

I/We the under-signed in my/our capacity as indicated below hereby declare that I/we do not have previous conviction/s or civil Judgment/s registered against my/our name/s. I further confirm that there is no criminal or civil proceeding pending or being instituted against me or the Institution. I also declare that there are no Criminal Investigations pending against me or the Institution.

SECTION 1

*to be completed by the Bidder (Compulsory)

Name of Company/Trust/Partnership	Registration number of Company/Trust No
Physical Address	Vat Registration Number
Name of Auditing Firm	Previous Name/s of Company
Contact no. (Land line)	
Name of Holding Company if any	Tender Number
Tax Number/PIN Number	
	Banking Details
	Bank Name:
	Acc Number:
	Acc Holder:
	Branch Name:
	Branch Code:

SECTION 2

Directors'/Trustees'/Partners' or Principals' Details				
Name & Surname		Identity Number	Date of Appointment	Shares
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

IDeclare that the information provided above is true and correct. I also consent that a security screening be conducted on the company/trust or partnership and directors.

Contact Person:.....

Tel no.

BIDDER'S DULY AUTHORISED SIGNATORY

Date

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12 FORM- G: ACKNOWLEDGMENT

I / We, as duly authorised to sign on behalf of the Tenderer, hereby certify that the information provided is true and correct. If information is found to be incorrect, PRASA may in addition to other remedies; blacklist the supplier in question, circulate and publicise the nature of the contravention to all potential users of the supplier (both in the public and private sectors).

THUS DONE and SIGNED at _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

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

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13 SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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

² 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

14 SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

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2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za 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

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- 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.....

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SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the 80/20 preference point system.
 - b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in

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any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.3. FORMULA FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.3.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1/ Level 2	5	
Black youth owned	5	
Black women owned	5	
51% Black owned	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

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paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....