

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: Q08/2022/CTN/INFRA

VEGETATION CONTROL IN RAIL RESERVES, YARDS AND INFRASTRUCTURE ASSETS
WITHIN AREA CENTRAL OF THE METRORAIL WESTERN CAPE REGION

QUOTATION NUMBER: Q08/2022/CTN/INFRA

NB!!! Quotations submitted by email must be limited to a maximum of 7MB, virus-free. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the email address below on or before the deadline.

Email Address for Quotations: RFQWC@prasa.com

Quotations that are received by Metrorail after the deadline, for whatever reason, shall not be considered for evaluation. Bidders are only to send their proposal directly to the above mentioned email address, and no other email as this will result in your proposal to be disqualified

SECTION 1: SBD1
PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)					
BID NUMBER:	Q08/2022/CTN/INFRA	CLOSING DATE:	16 SEPTEMBER 2022	CLOSING TIME:12H00.....
DESCRIPTION	VEGETATION CONTROL IN RAIL RESERVES, YARDS AND INFRASTRUCTURE ASSETS WITHIN AREA CENTRAL OF THE METRORAIL WESTERN CAPE REGION				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
<p>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS)</i>:</p> <p>1 ADDERLEY STREET METRORAIL SUPPLY CHAIN MANAGEMENT 6TH FLOOR, ROOM 622B PROPNET BUILDING CAPE TOWN</p> <p>Or</p> <p>Emailed to: RFQWC@prasa.com (Note: Buyer not to be copied in the email as this will result in a disqualification)</p>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Yoliswa Mgenge				
TELEPHONE NUMBER	(021) 449 2925				
E-MAIL ADDRESS	Yoliswa.Mgenge@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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLEBOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[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]

2.1 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]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART 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 IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. 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 SPECIAL CONDITIONS OF CONTRACT.
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

NB:

- *Quotation(s) must be addressed to PRASA before the closing date and time shown above.*
- *PRASA General Conditions of Purchase shall apply.*
- **Compulsory Briefing Session on 12 September /2022 @ 11H30 – Room 163, Infrastructure Building, Off Malta Road, Salt River**

SECTION 2 NOTICE TO BIDDERS

1. RESPONSES TO RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

Proposals must reach the PRASA before the closing hour on the date shown on SBD1 above, and must be enclosed in a sealed envelope.

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

- 2.1 Only those Respondents who satisfy the following pre-qualification or eligibility criteria are eligible to submit quotations as per section 3.

3 CIDB Grading

Only those Respondents who are registered with the CIDB, or are capable of being so prior to the submission of the quotation, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum quoted or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a ... **N/A**..... or higher class of construction works, are eligible to have their quotations evaluated.

Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the 9CE class of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum quoted for a class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

4 COMMUNICATION

Respondent/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or PRASA employee in respect of this RFQ between the closing date and the date of the award of the business.

5 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

6 CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time.

7 PRICING

All prices must be quoted in South African Rand on a fixed price basis, including VAT.

8 BINDING OFFER

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

9 DISCLAIMERS

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Quotations, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- Make no award at all.
- Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or developmental consideration; or

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. PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

Should the preferred fail to sign or commence with the contract within a reasonable period after being requested to do so, PRASA reserves the right to award the business to the next highest ranked Respondent provided that he/she is still prepared to provide the required goods at the quoted price.

10 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by PRASA's Legal Counsel, prior to consideration for an award of business.

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. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. 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/>.

12 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.

13 EVALUATION METHODOLOGY

PRASA will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

14 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; verify completeness of warranties and other bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.

15 VALIDITY PERIOD

- a. PRASA requires a validity period of60..... **Business Days** from the closing date.
- b. Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

16 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), on CIDB website for construction related RFQ's.

17 RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

18 Mandatory Returnable Documents

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

SECTION 3

1 EVALUATION CRITERIA:

Stage1 & Stage2: Adherence to Prequalification requirements and Compliance checklist

NB: Compliance Checklist Requirements **for all Services/Goods and works**

Only Respondents who satisfy the following Pre-Qualification Criteria will be considered for next stage of the evaluation:

No.	Description of requirement	
a)	Minimum B-BBEE level [Delete if not applicable]	N/A
b)	Exempted Micro Enterprises (EMEs) and/or Qualifying Small [Delete if not applicable]	N/A
c)	Declaration document for local content and production SBD 6.2 [Delete if not applicable]	N/A
d)	Annexure C – Local Content Declaration – Summary Schedule	N/A

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

No.	Description of requirement	
a)	Price Schedule / Pricing form	Y
b)	Completion of ALL RFQ declarations	Y
c)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	
d)	Proof of CIDB grading	N/A
e)	Attendance certificate of compulsory briefing session (if applicable)	Y

The following documents are non-mandatory and where not submitted, Prasa may request the documents and must be made available at the time of request:

No.	Description of requirement	
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
d)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
e)	CSD report / CSD reference number	
f)	Proof of UIF registration	
g)	Annexure D – Imported Content Declaration – Supporting Schedule to Annex C	
h)	Annexure E – Local Content Declaration – Supporting Schedule to Annex C	
i)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank	
j)	Valid and Original, or certified copy of Letter of Good Standing (COID)	
k)	Registration Certificate of Pest Control Operator (PCO) who 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	

2.1 Stage 3

Technical / Functionality Requirements (If applicable)

Scoring of Functionality:

The minimum threshold for Technical/functionality criteria is N/A and bidders who score below this minimum will not be considered for further evaluation in terms of price and B-BBEE.

CRITERIA	WEIGHT	SCORES
N/A		

2.2 Stage4- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

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

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points] Preference Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table indicated in [Section 8 B-BBEE claim form](#).

SECTION 4

PRICING AND DELIVERY SCHEDULE (PLACE PRICING AND BOQ IN SEPARATE ENVELOPE MARKED AS ENVELOPE TWO)

Respondents are required to complete the attached Pricing Schedule **Annexure:**

- 1 Prices must be quoted in South African Rand, inclusive of VAT.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 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.
- 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.
- 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:
 - 9 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - 10 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 RFQ;
 - 11 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
 - 12 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 RFQ.

I / We _____ (Insert Name of Bidding Entity) of

_____ code _____

(Full address) conducting business under the style or title of: _____ represented

by: _____ in my capacity

as: _____ being duly authorised, hereby offer to undertake

and complete the above-mentioned work/services at the prices quoted in the bills of quantities/ schedule of quantities or, where these do not form part of the contract, at a lumpsum, of

R _____ (amount in numbers);

_____ (amount in words) Incl. VAT.

DELIVERY PERIOD: Suppliers are requested to offer their earliest delivery period possible.

Delivery will be effected within working days from date of order. (To be completed by Service provider)

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

PRASA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between PRASA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by PRASA.

No servant or agent of PRASA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by PRASA in the order/contract.

Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable. Breach of Local Content obligations also provide PRASA cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract.

The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. PRASA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to PRASA when accepted by PRASA.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, PRASA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, PRASA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to PRASA.

In the case of service, the Supplier corrects non-conformances as indicated by PRASA.

Warranty

Without prejudice to any other rights of PRASA under these conditions, the Supplier warrants that the items are in accordance with PRASA's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by PRASA.

Indemnity

The Supplier indemnifies PRASA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies PRASA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by PRASA.

Assignment and sub-contracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of PRASA.

Termination

PRASA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to PRASA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of PRASA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

SECTION 6

DECLARATION OF INTEREST

SBD4

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, shareholder etc):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

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

2.8 Did you or your spouse, or any of the company's directors **YES / NO**
shareholders/ members or their spouses conduct business
with the state in the previous twelve months?

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PRASA'S GENERAL
CONDITIONS OF TENDER AS STIPULATED IN THE RFQ SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable.
- 1.3 Either the **80/20** preference point system shall be applicable to this bid.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Black designated group”** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **“Black People”** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 **“CIPC”** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 **“consortium or joint venture”** 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;
- 2.11 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 **“non-firm prices”** means all prices other than “firm” prices;
- 2.21 **“person”** includes a juristic person;
- 2.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.23 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- 2.26 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.30 **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 **“Treasury”** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 **“Youth”** meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

6.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

6.2 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7,
- iv) the contractor may be required to furnish documentary proof to the satisfaction of the
- v) purchaser that the claims are correct;

- vi) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
- (a) disqualify the person from the bidding process;
 - (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) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

SECTION 8

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING (DELETE PAGE IF NOT APPLICABLE)

It is hereby certified that _____ Representative(s) of _____ [name of entity] has attended the RFQ Briefing session to which this enquiry relates.

FOR / ON BEHALF OF PRASA

DESIGNATION

Name _____

Signature _____

Acknowledgement

It is hereby certified that the bidder has acquainted himself /themselves with the RFQ enquiry

THUS DONE and SIGNED at _____ on this _____ day of _____ 20.....

DULY AUTHORISED SIGNATORY(IES)

WITNESSES

Signature _____ Name _____

Signature _____ Name _____

DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the Company or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Company or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Company or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Company and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Company

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

1. This Standard Company Document (SBD) must form part of all RFQs¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Company (or RFQ rigging).² Collusive Company is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the RFQ of any Company if that Company, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Company process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when RFQs are considered, reasonable steps are taken to prevent any form of RFQ-rigging.
5. In order to give effect to the above, the attached Certificate of RFQ Determination (SBD 9) must be completed and submitted with the RFQ:

¹ Includes price quotations, advertised competitive RFQs, limited RFQs and proposals.

² RFQ rigging (or collusive Company) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Company process. RFQ rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

I, the undersigned, in submitting the accompanying RFQ: _____
(Quotation Number and Description) in response to the invitation for the RFQ made by:
_____ (Name of Institution) do hereby make the following statements that I
certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of Company) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying RFQ will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the Company to sign this Certificate, and to submit the accompanying RFQ, on behalf of the Company;
3. Each person whose signature appears on the accompanying RFQ has been authorized by the Company to determine the terms of, and to sign the RFQ, on behalf of the Company;
4. For the purposes of this Certificate and the accompanying RFQ, I understand that the word "competitor" shall include any individual or organization, other than the Company, whether or not affiliated with the Company, who:
 - a. has been requested to submit a RFQ in response to this RFQ invitation;
 - b. could potentially submit a RFQ in response to this RFQ invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the Company and/or is in the same line of business as the Company
5. The Company has arrived at the accompanying RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor.
6. However communication between partners in a joint venture or consortium³ will not be construed as collusive Company.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a RFQ;
 - e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
 - f. Company with the intention not to win the RFQ.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
9. The terms of the accompanying RFQ have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFQs and contracts, RFQs that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Company

SECTION 11

COMMISSIONER OF OATH

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

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

SECTION 12

SPECIFICATION/SCOPE OF WORK

AGREEMENT AND CONTRACT DATA

C1.1.1 - Form of Offer and Acceptance (Agreement)

Offer

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

CONTRACT NO. Q08/2022/CTN/INFRA: Vegetation Control in Rail Reserves, Yards and Infrastructure Assets within Area Central of the Metrorail Western Cape region

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

By the representative of the quotationer, deemed to be fully authorized, signing of this part of this form of offer and acceptance, the quotationer 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 quotationer before the end of the period of validity stated in the quotation data, whereupon the quotationer becomes the party named as the contractor in the conditions of contract identified in the contract data.

For the Quotationer:

Signature

.....

Name

.....

Capacity

Name and Address of Organization:

.....

.....

.....

Signature and name of witness:

.....

Signature

.....

Name

Date:

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the quotationer's 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 quotationer's offer shall form an agreement between the employer and the quotationer 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:	Project specification
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 quotation data and any addenda thereto as listed in the quotation schedules as well as any changes to the terms of the offer agreed by the quotationer 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 quotationer 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 fulfill 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 quotationer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the quotationer (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.

For the employer:
Signature
.....
Name
.....
Capacity

Name and Address of Organization:

PASSENGER RAIL AGENCY OF SOUTH AFRICA (PRASA), TRADING AS METRORAIL
Room 622
1 Adderley Street
Cape Town

Signature and name and of witness:
Signature
.....
Name
Date

Schedule of Deviations

Notes:

- 1. The extent of deviations from the quotation documents issued by the Employer prior to the quotation closing date is limited to those permitted in terms of the Conditions of Quotation,
- 2. A Quotationer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the quotation documents and which it is agrees by the Parties becomes an obligation of the contract shall also be recorded here,
- 4. Any change of addition to the quotation documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1

Subject

Details

2

Subject

Details

3

Subject

Details

By the duly authorized representatives signing this agreement, the employer and the quotationer agree to and accept the foregoing schedule of deviations from and amendments to the documents listed in the quotation data and addenda thereto as listed in the quotation schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the quotationer 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 quotation documents and the receipt by the quotationer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Quotationer:

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

For the Employer:

Signature
Name
Capacity

Name and address of organization:

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

Name and address of organization:

METRORAIL (Division Of PRASA)
Propnet Building
1 Adderley Street
Cape Town
8000

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

Witness Signature
Witness Name
Date

C1.1.2 Confirmation of Receipt

The Quotationer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day) of (month) 20..... (year) at
..... (place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name and of witness:

.....
Signature

.....
Name

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 2925

Fax Number: (021) 449 6300

Postal: P.O. Box 5446
 Cape Town
 8000

The Project Manager is: [The Acting Regional Engineer \(Perway\)](#)

The address of the Project Manager is:

Physical: [The Acting Regional Engineer](#)
 [Infrastructure \(Perway\)](#)
 [Metrorail](#)
 [Off Malta Road](#)
 [Salt River](#)

Tel. Number: [\(021\) 507 2297](#)

Fax Number: [\(021\) 507 2224](#)

Postal: P.O. Box 5446
 Cape Town
 8000

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**, 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 6 (six) calendar months from the starting/commencement date. The 6 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 complete the Works within the period stipulated, plus approved extensions of time or condonation thereof, he shall pay to Metrorail as penalties in terms of the Conventional Penalties Act, 1962 as amended, the amount of R500,00 (Five Hundred 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.

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 quotations/contracts entered into between PRASA and the Contractor.

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

C1.2.9 PAYMENT

Payment will be made thirty (30) days after Contractor’s monthly statements.

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.

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 Quotation 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 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 sequestered 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.

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.

C1.2.16 PRICE ADJUSTMENT FOR INFLATION

The rates and/or prices stated in the Pricing Data shall be fixed for the duration of the contract and shall not be subject to escalation.

C1.2.17 RETENTION MONEY

Ten percent of the value of the work completed as reflected by the monthly progress measurements will be retained by PRASA until expiry of one (1) to six (6) months after final application of herbicide dependent on the level of control achieved.

C1.2.18 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.

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):

.....

.....

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 quotation, 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.

6. SUFFICIENCY OF QUOTATION

The Contractor shall be held to have satisfied himself before quotationing as to the correctness and sufficiency of his quotation 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
 - (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.

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.~~

~~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 Quotation 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.

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.

24. PAYMENT CERTIFICATES

24.1 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 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.

25. 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 quotation, acquaint himself with the Policy included as to the scope of cover provided by it and shall observe all the conditions and requirements thereof.
- 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.

INSURANCE SCHEDULE TO METRORAIL INTERNAL GENERAL CONDITIONS OF CONTRACT

1. METRORAIL INSURANCE BROKERS:

Alexander Forbes
c/o Group Executive Manager: Legal and Compliance
Passenger Rail Agency of South Africa

Umjantshi House Postal address:
30 Woolmarans Street, Private Bag X101,
BRAAMFONTEIN Braamfontein, 2017

Tel: (011) 013 1600 Fax: (011) 013 1622

2. INSURANCES ARRANGED BY METRORAIL

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 Payable by Contractor

- | | | | |
|---------------------|-----------------|-------------|------------------------------|
| • 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 Payable by Contractor

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 |

2.3 SASRIA Special Risk/ Riot Insurance: Arranged

Note: The above limits and deductibles are renewable annually. The new insurance policy is effective from 01/06/2022 to 31/05/2023.

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
- 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.

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. PRASA reserves the right to change the quantities. The contractor shall submit with his quotation 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 quotationer leaves any item/s blank which are materially important for the award of the contract/business or fails to quotation 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 quotation.
- 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 quoted for the Works.

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

Measurement and payment will be made under item 1 of the Bill of Quantities for the 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.

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

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 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.

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

C2.1.5 VEGETATION CONTROL IN YARDS AND INFRASTRUCTURE ASSETS

Measurement and payment will be made under item 3 of the Bill of Quantities for the 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.

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

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 quoted shall be all inclusive for:

- the application of herbicides.

C2.1.7 SECURITY (PROVISIONAL)

Measurement and payment will be made under item 5 of the Bill of Quantities for the provision of security for the protection of the Contractor's workmen and assets. Payment will be made per day. The rate quoted shall be all inclusive for:

- the provision of security.

C2.1.8 COMMUNITY LIAISON OFFICER (CLO) FEE (PROVISIONAL)

Measurement and payment will be made under item 6 of the Bill of Quantities for the fee of a Community Liaison Officer (CLO). Payment will be made per day. The rate quoted shall be all inclusive for:

- the CLO's fee.

C2.1.9 DAYWORK (PROVISIONAL)

Measurement and payment will be made under item 7 of the Bill of Quantities for daywork where directed by the Technical Officer. Payment will be made per hour. The rates quoted 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.

Part C3 – Project Specification

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 and generic specifications are applicable to this contract:

- Specification for Vegetation Control
- 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 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 quoted 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 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

quoted 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**

The Contractor shall provide his own security for the protection of his workmen and assets. No separate payment will be made for security, as the contractor shall allow for this in his rates quoted for the Works.

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 quoted 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 quoted 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 [Acting 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 quotation, 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-of nature the proposed weekly production rate shall be indicated.

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 Transnet (Jan 2004 - As adapted for PRASA): Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations. (Also referred to as the E4E specification)

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 Department of Labour should the Contractor fail to adhere to any of the contractual safety conditions. No extension of time claim 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:

Specification for Vegetation Control

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 Transnet (Jan 2004 - As adapted for PRASA): Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations. (Also referred to as the E4E specification)

SPECIFICATION FOR VEGETATION CONTROL

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 quotation, 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.

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 quoted 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. 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**.

- (ii) desirable plants and obstructing vegetation have been trimmed up to a height of 4m.
- (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 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.

P5. 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.
- (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.

P6. 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**.

- (ii) desirable plants and obstructing vegetation have been trimmed up to a height of 4m.

- (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.

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.

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
- 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 operations 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 sections where such chemicals were applied.

The Technical Officer will carry out monthly official inspections of the work for the purpose of measuring progress and evaluating whether standards have been achieved. The Technical Officer will inform the Contractor 3 days in advance of these inspections. 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.

During each of these inspections the work areas completed 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. 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. The Contractor shall execute further remedial work in order to achieve the required standard of control at the next inspection.

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 treatment of an area 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 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.

Part C4 - SITE INFORMATION

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.

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 quoted for the Works.

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

		AMENDMENTS				
<div> <div> DRAWN DATE AMENDED AMENDMENT CHECKED FILE </div> <div> A.J.A. SCALE TRACED CHECKED </div> <div> NTS </div> </div>		<div> <div> metrolink SERVICE ROADS </div> </div>		Regional Engineer Date	CMR A.100 A.3	1 Sheet 1/1
		CONTRACTORS LOGO				

A4

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;

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

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

2.6 "**health and safety file**" means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;

- 2.7 **"Health and Safety Plan"** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
 - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

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

4. Special Permits

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

5. Health and Safety Programme

- 5.1 The Quotationer shall, with his quotation, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
 - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

- 5.5 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.6 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.7 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.8 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.9 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.10 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.12 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include: -
- (a) a Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any 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.

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).

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

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

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site: _____

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

(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:** _____

ACCEPTANCE OF DESIGNATION

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

Date _____

Signature _____

Designation: _____

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: _____

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

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder:

***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:*** _____

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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SPK7/1

PASSENGER RAIL AGENCY OF SOUTH AFRICA

ANNEXURE R

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT (E7/1 2012)

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September 1999

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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

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 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.
- 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.
- 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.

9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

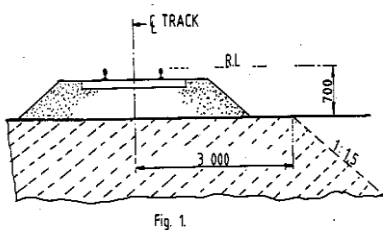


Fig. 1.

Formation level

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

10. **FALSEWORK FOR STRUCTURES**

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

11. **PILING**

- 11.1 The Engineer will specify the conditions under which piles may be installed on 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 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:
- (i) when each request is made by him to the controlling station for permission to blast;
 - (ii) when blasting may take place;
 - (iii) when blasting actually takes place; and
 - (iv) when he advises the controlling station that the line is safe for the passage of trains.
- 13.12 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Engineer and the person who will do the blasting shall both sign the book whenever an entry described in clause 13.11 above is made.
- 13.13 The terms of clause 27 hereof shall be strictly adhered to.

14. **RAIL TROLLEYS**

- 14.1 The use of rail trolleys on a railway line will be permitted only if approved by the Engineer and under the conditions stipulated by him.
- 14.2 All costs in connection with such trolley working requested by the Contractor shall, unless otherwise agreed, be borne by the Contractor, including the costs of any train protection services required.

15. **ANCILLARY TRACKSIDE EQUIPMENT AND FACILITIES.**

- 15.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of a railway line/lines.
- 15.2 No signal connections on track-circuited tracks shall be severed without the Engineer's knowledge and consent.
- 15.3 No ancillary trackside equipment or facilities such as axle counters, bonds, wiring runs, connection boxes, points machines, signals, drainage systems etc. shall be disconnected, removed, altered or in any way interfered with without the Engineer's knowledge and consent.

16. **PENALTY FOR DELAYS TO TRAINS**

- 16.1 If any trains are delayed by the Contractor and the Engineer is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor in terms of the Special Conditions of Contract.

17. **COMPLIANCE WITH STATUTES AND REGULATIONS**

- 17.1 The Contractor shall comply with the provisions of the following:
- (i) the OHS Act 85 of 1993, as amended;
 - (ii) the Explosive Act 26 of 1956, as amended;
 - (iii) the Workmen's Compensation Act, 1941, as amended;
 - (iv) the Mines Health and Safety Act 29 of 1996, as amended;
 - (v) the ELECTRICAL SAFETY INSTRUCTIONS, as amended;
- and all regulations framed under these acts.
- 17.2 The Contractor shall prepare and submit to the PRASA's maintenance and operating contractor for acceptance, a Safety Case clearly explaining his Safety Management System. A site access certificate will not be issued to the Contractor unless this Safety Case has been accepted.

17.3 The Contractor shall comply with the provisions of the OHS Act 85 of 1993, as amended. For the purpose of this Act, the site occupied by the Contractor is transferred, for the duration of the contract, to the control of the Contractor as if it were his property. Prior to commencement of any work, and following the acceptance of a Safety Case, a site access certificate shall be issued to the Contractor by the PRASA's maintenance and/or operating Contractor. As employer, the Contractor is in every respect responsible for compliance with the provisions of this Act.

17.4 Compliance with all applicable legislation shall be entirely at the Contractor's cost.

18. **TEMPORARY LEVEL CROSSINGS**

18.1 Applications for temporary level crossings shall be submitted by the Contractor in writing for approval to the PRASA's maintenance and/or operating Contractor. These applications shall include a plan and cross-sectional view of the site including all affected services and proposed temporary alterations thereto.

18.2 The PRASA's maintenance and/or operating Contractor may permit the construction of a temporary level crossing over the railway line at any approved site. The period for which the level crossing is permitted will be at the discretion of the PRASA's maintenance and/or operating Contractor.

18.3 The Contractor at his own cost, shall arrange the construction by a nominated specialist subcontractor of the entire approved temporary level crossing, including all level crossing signs and height gauges and alterations to communication, power and signal equipment as well as drainage.

The constructed temporary level crossing shall be subject to the inspection and approval of the PRASA's maintenance and/or operating Contractor. After the temporary level crossing has served its purpose, the Contractor, at its own cost, shall arrange its removal by a nominated specialist Contractor and return the infrastructure assets to normal to the approval of PRASA's maintenance and/or operating contractor.

18.4 The Contractor shall, at his own cost, take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the level crossing to himself and 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.
- 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 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 the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

4.3 SERVICES FROM INSULATED VEHICLES AND TRESTLE TROLLEYS.

- 4.3.1 Where specially constructed insulated vehicles or trestle trolleys are available for use, authorised persons, category A, or a person issued with a letter of authority (clause 303.0 of the ELECTRICAL SAFETY INSTRUCTIONS) may be permitted to work from the top of such vehicles under “live” overhead track equipment.

5. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

- 5.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, shall be carried completely below head height near live high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.
- 5.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.
- 5.3 The presence of overhead power lines shall always be considered, especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

6. PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.

- 6.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:
- (i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.
 - (ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.
- 6.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 6.3 The provisions of clauses 6.1 and 6.2 above shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

7. USE OF WATER

- 7.1 No water shall be used in the form of a jet if it can make contact with any live high-voltage equipment or with any person working on such equipment.

8. USE OF CONSTRUCTION PLANT

- 8.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.
- 8.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.
- 8.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 8.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.
- 8.5 Clauses 8.1 to 8.4 above shall apply mutatis mutandis to the use of maintenance machines of any nature.

9. WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT

- 9.1 If the Responsible Representative finds that the work cannot be done in safety with the high voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.
- 9.2 If a work permit is issued the Responsible Representative shall:
- (i) before commencement of work ensure that the limits within which work may be carried out have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands these limits.
 - (ii) sign portion C of the permit before commencement of work;
 - (iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;
 - (iv) care for the safety of all persons under his control whilst work is in progress; and
 - (iv) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

10. TRACTION RETURN CIRCUITS IN RAILS

- 10.1 Dangerous conditions can be created by removing or severing any bond.
- 10.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by an Authorised Person.
- 10.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Engineer at least 21 days written notice when removal of such bonds is necessary.
- 10.4 No work on the track, which involves interference with the traction return rail circuit, either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

11. BLASTING

- 11.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days' notice of his intention to blast. The Electrical Officer (Contracts) shall then decide whether it is necessary to have an Authorised Person in attendance during such operations.
- 11.2 The terms of clause 13 of SPK7/1 Part A or clause 15 of the SPK7/2 Part A, as applicable, shall be strictly adhered to.

12. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY 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.

QUANTITIES

VEGETATION CONTROL IN RAIL RESERVES, YARDS AND INFRASTRUCTURE ASSETS WITHIN AREA CENTRAL OF THE METRORAIL WESTERN CAPE REGION

ITEM NO	DESCRIPTION	LOCAL CONTENT	UNIT	QTY	UNIT PRICE		TOTAL AMOUNT	
					R	C	R	C
10		N/A						
		N/A						
TOTAL								
VAT 15%								
GRAND TOTAL								

**BRIEFING SESSION WILL BE HELD ON TUESDAY 12 SEPTEMBER 2022 AT ROOM 163, OFF MALTA ROAD,
SALT RIVER AT 11H30**

VEGETATION CONTROL IN RAIL RESERVES, YARDS AND INFRASTRUCTURE ASSETS WITHIN AREA CENTRAL OF THE METRORAIL WESTERN CAPE REGION

Part C2.2 – BILL OF QUANTITIES

Reference to Pricing Instructions	Item	Description	Unit	Estimated Quantity	Rate	Amount
C2.1.3	1	Vegetation Control in Rail Reserves (track area width)				
	1.1	Esplanade – Paardeneiland	ha	3.3		
	1.2	Paardeneiland - Ysterplaat	ha	0.8		
	1.3	Ysterplaat - Mutual	ha	8.5		
	1.4	Mutual – Langa	ha	4.9		
	1.5	Pinelands - Langa	ha	4		
C2.1.4	2	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		
	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	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		
	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	Security (Provisional)	day	100		
C2.1.8	6	Community Liaison Officer (CLO) Fee (Provisional)	day	126		
C2.1.9	7	Daywork (Provisional)				
	7.1	Foreman	hour	20		
	7.2	Artisan	hour	40		
	7.3	Handyman	hour	40		
	7.4	Labourer	hour	200		
Total Amount (excluding V.A.T.)						
Amount of V.A.T. (15%)						
Total Amount (including V.A.T.)						

Quotationer

Witness 1

Date

Witness 2

Signed on behalf of THE CONTRACTOR at CAPE TOWN on this day of 20....
in the presence of the undersigned witnesses.

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 (PASSENGER RAIL AGENCY
OF SOUTH AFRICA)

AS WITNESSES: (1) _____

(2) _____