

**REQUEST FOR QUOTATION (RFQ)**

**RFQ NUMBER:** **10340557/2023/CTN/INFRA**

**REQUEST FOR QUOTATION (RFQ) FOR THE *AS AND WHEN REQUIRED MAINTENANCE OF SERVICE ROADS WITHIN METRORAIL WESTERN CAPE REGION FOR A DURATION OF 24 MONTHS.***

**SECTION 1: SBD1**

**PART A INVITATION TO BID**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)** |
| BID NUMBER: | 10340557/2023/CTN/INRA | CLOSING DATE:  | 14 JULY 2023 | CLOSING TIME: | 12h00 pm |
| DESCRIPTION | ***AS AND WHEN REQUIRED MAINTENANCE OF SERVICE ROADS WITHIN METRORAIL WESTERN CAPE REGION FOR A DURATION OF 24 MONTHS***  |
| **BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:**   |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*:**NO 1 ADDERELEY STREET****METRORIAL SUPPLY CHAIN MANAGEMTN** **6TH FLOOR, ROOM 622A****CAPE TOWN** |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** |
| CONTACT PERSON | **TAMIE MBAMBE** |
| TELEPHONE NUMBER | **021 449 3168** |
| E-MAIL ADDRESS | **Nomathamsanqa.mbambe@prasa.com** **(email to be used for enquiries only and not to send a quotation)** |
| **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…………….. |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?
 | [ ] Yes [ ] No [IF YES ENCLOSE PROOF] | 1. ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**
 | [ ] Yes [ ] No[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? [ ]  YES [ ]  NODOES THE ENTITY HAVE A BRANCH IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? [ ]  YES [ ]  NOIS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? [ ]  YES [ ]  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. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
	2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
	3. **PRESCRIBED IN THE BID DOCUMENT.**
	4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 |
| 1. **TAX COMPLIANCE REQUIREMENTS**
 |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za).
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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 NVALID**.

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.***

**BRIEFING SESSION WILL BE HELD ON 06 JULY 2023 IN BOARDROOM 163,**

**INFRASTRUCTURE BUILDING, OFF MALTA ROAD, SALT RIVER AT 10H00 AM**

**SECTION 2**

**NOTICE TO BIDDERS**

# 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.

# 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.

#  BIDDERS COMPLAINTS PROCESS

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

* + 1. Bid/Tender Description
		2. Bid/Tender Reference Number
		3. Closing date of Bid/Tender
		4. Supplier Name;
		5. Supplier Contact details
		6. The detailed compliant

# Legal Compliance

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

# Changes to Quotations

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

# Pricing

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

# 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.

# 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;

# Reject Quotations submitted after the stated submission deadline or at the incorrect venue ;

## 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.

# LEGAL REVIEW

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

# 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/>.

# 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.

1. **EVALUATION METHODOLOGY**

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

|  |  |
| --- | --- |
| **EVALUATION CRITERIA** | **WEIGHTING** |
| Stage 1 – Compliance |
| Stage 1A | Mandatory Requirements  |
| Stage 1B | Other Mandatory Requirements |
| Stage 2 |
| Technical/Functional Requirements  | Threshold of 60%  |
| Stage 3 |
| Price | 80 |
| Specific Goals | 20 |
| **TOTAL** | **100** |

1. **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.

1. **Validity Period**
	1. PRASA requires a validity period of **60 Working Days** from the closing date.
	2. 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 delegated authority has approved the process the validity of the successful respondent(s)’ bid will be deemed to remain valid until finalization of the of award.),
2. **PUBLICATION OF INFORMATION ON THE National Treasury e-tender portal**

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal and or media used to advertise the bid. For the 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](http://www.etenders.gov.za)), on CIDB website for construction related RFQ’s. *(Where applicable*).

1. **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:

**16.1. Mandatory Returnable Documents**

Failure to provide 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 documents are returned with their Quotations.

**SECTION 3**

1. **EVALUATION CRITERIA:**

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

**Stage 1A – Mandatory Requirements**

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

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

|  |  |  |
| --- | --- | --- |
| No. | Description of requirement |   |
| a) | Completion of ALL RFP documentation (includes ALL declarations) |   |
| b) | Briefing Session Form D.Bidders must also reflect on the Compulsory Briefing Session Attendance Register**BRIEFING SESSION WILL BE HELD ON 06 JULY 2023 IN BOARDROOM 163, INFRASTRUCTURE BUILDING, OFF MALTA ROAD, SALT RIVER AT 10H00 AM**  |  Applicable |
| c) | Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. |   |
| d) | Proof of CIDB grading **4CE** or higher |  Applicable |

**Stage 1B –Other Mandatory Requirements**

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

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of requirement** |  |
| a) | Letter of Good Standing: COID. (Delete if not applicable) |  |
| b) | Supply of valid SARS Pin |  |
| c) | CSD supplier registration number |  |
| d) | National Diploma in Civil Engineering - certification must not be older than 3 months |  |

* 1. **Stage 2**

**Technical / Functionality Requirements**

**Scoring of Functionality:**

The minimum threshold for the Technical/functionality criteria is (**60%)** and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

|  |  |  |
| --- | --- | --- |
| **CRITERIA** | **WEIGHT** | **SCORES**  |
| **Previous company experience** Supply evidence of previous company experience of previous projects of a similar nature i.e. road construction and/or road maintenance for the past five years. The evidence shall be in the form of contactable reference letters. Attached reference letter template can be used. The reference letter must be sent to the company/business where services were previously rendered for. Should the bidder be in possession of an existing letter, the letter shall cover all aspects listed outlined below. 1. A. Previous client and

 Completed works/services  Information1. Name of the organisation.
2. Summary and Description

 of works/goods/services  that were provided.1. Year.

 iv. Duration.1. B. Evaluation of service
2. Provider’s performance

 1. i. Were the work/service/
2. Product completed/
3. Delivered within the
4. Stipulated Timeframes.

 ii. Were the work/service/  product meet the expected and specified quality  |

|  |  |
| --- | --- |
| Excellent | 5 |
| Very Good | 4 |
| Good | 3 |
| Average | 2 |
| Poor | 1 |
| Not Submitted | 0 |

 | 40 |
|  **Experience of personnel**Engineering Technician with previous experience in road maintenance/road construction. CV to be submitted detailing work experience in road maintenance/ road construction.**Note: Score will be based on the number of years experienced as a supervisor.** |

|  |  |
| --- | --- |
| Excellent | 5 |
| Very Good | 4 |
| Good | 3 |
| Average | 2 |
| Poor | 1 |
| Not Submitted | 0 |

 | 60 |

|  |  |  |
| --- | --- | --- |
| **No.** | **QUALITY CRITERIA** | **INDICATORS** |
| **0 – No Submission** | **1 - Poor** **(5)** | **2 – Average** **(10)** | **3 – Good** **(20)** | **4 - Very Good (30)** | **5 - Excellent** **(40)** |
| **1** | **Previous Company / Organisational Experience:** Supply evidence of previous company experience of previous projects of a similar nature i.e., road construction and/or road maintenance for the past five years. The evidence shall be in the form of contactable reference lettersThe reference letter must address the below items. Attached is a reference letter template that can be used.The reference letter must be sent to the company/business where services were previously rendered for. Should the bidder be in possession of an existing letter, the letter shall cover all aspects listed outlined below. 1. A. Previous client and

 Completed works/services  Information1. Name of the organisation.
2. Summary and Description

 of works/goods/services  that were provided.1. Year.

 iv. Duration.1. B. Evaluation of service
2. Provider’s performance

 1. i. Were the work/service/
2. Product completed/
3. Delivered within the
4. Stipulated Timeframes.

 ii. Were the work/service/  product meet the  expected and specified quality   | Not submitted | Less than or equal to one project completed with one relevant reference letter.   **Note:** The reference letter must be signed and stamped by the company/business where the services were previously rendered and comply with the two listed criteria.If the reference letter does not feature all criteria’s, then that bidder will be given the lowest score. | Two project successfully completed with two relevant reference letters **Note:** The reference letter must be signed and stamped by the company/business where the services were previously rendered and comply with the two listed criteria.If the reference letter does not feature all criteria’s, then that bidder will be given the lowest score. | Three projects successfully completed with three relevant reference letters **Note:** The reference letter must be signed and stamped by the company/business where the services were previously rendered and comply with the two listed criteriaIf the reference letters does not feature all criteria’s, then that bidder will be given the lower score. | Four projects successfully completed with four relevant reference letters **Note:** The reference letter must be signed and stamped by the company/business where the services were previously rendered and comply with the two listed criteriaIf the reference letters does not feature all criteria’s, then that bidder will be given the lower score. | Five projects or more successfully completed with five or more relevant reference letters **Note:** The reference letter must be signed and stamped by the company/business where the services were previously rendered and comply with the two listed criteria.If the reference letters does not feature all criteria’s, then that bidder will be given the lower score. |
| **2** | **Experience of personnel:**  | **0 – No Submission** | **1 - Poor** **(20)** | **2 – Average** **(30)** | **3 – Good** **(40)** | **4 - Very Good (50)** | **5 - Excellent (60)** |
|  | Engineering Technician with previous experience in road construction. CV to be submitted detailing work experience in road maintenance/ road construction.**Note: Score will be based on the number of years experienced in road construction/road maintenance.** | No CV submitted  | CV submitted with 2 years but less than 3 years of experience.  | CV submitted with 3 years but less than 4 years of experience.  | CV submitted with 4 years but less than 5 years of experience.  | CV submitted with 5 years but less than 6 years of experience.   | CV submitted with more than 6 years of experience.  |

* 1. **Stage 3- Price and Specific Goals**

The following formula, shall be used to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows:

|  |  |
| --- | --- |
| **DETAILS** | **POINTS**  |
| **PRICE**  | 80 |
| **SPECIFIC GOALS**  | 20 |
| **TOTAL POINTS FOR PRICE AND SPECIFIC GOALS**   | **100**  |

**FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**POINTS AWARDED FOR PRICE**

**THE 80/20 PREFERENCE POINT SYSTEMS**

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

 **80/20**

PS = 80

Where

 Ps = Points scored for price of tender under consideration

 Pt = Price of tender under consideration

 Pmin = Price of lowest acceptable tender

**POINTS AWARDED FOR SPECIFIC GOALS**

* 1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

|  |  |  |
| --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points****allocated****(80/20 system)****(To be completed by the organ of state)** | **Number of points claimed (80/20 system)****(To be completed by the tenderer)** |
| **B-BBEE Level1/Level 2** **(Certified BEE Certificate / Affidavit)** | 4 |  |
| **Black youth owned** | 4 |  |
| **Creation of new jobs and labour intensification** | 4 |  |
| **Black women owned** | 4 |  |
| **EME or QSE 51% black owned** | 4 |  |

**VERY NB: Bidders must provide acceptable evidence for the points claimed in Table 1 above.**

 **The acceptable evidence is indicated in Table 1.1 below.**

**Table 1.1: Acceptable evidence for Specific Goals**

|  |  |
| --- | --- |
| **SPECIFIC GOALS** | **ACCEPTABLE EVIDENCE** |
| B-BBEE at least up to Level 2 | **Certified BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)** |
| Black Youth Owned | **Certified copy of ID Documents of the Owners** |
| Creation of new jobs and labour intensification | **Current documents on job creation to be included in the tender pack and submitted back** |
| Black Women Owned | **Certified copy of ID Documents of the Owners** |
| EME or QSE 51% Black Owned | **Audited Annual Financial / B-BBEE Certificate / Affidavit**  |

**SECTION 4**

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **ANNEXURE: A**

1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.
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;;
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;
11. 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;
12. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must 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.

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

**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 SBD4**

 **BIDDER’S DISCLOSURE**

1. **PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) in the enterprise,

 employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **Name of State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **DECLARATION**

I, the undersigned, (name)……………………………………………………………………. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………

 Signature Date

……………………………… ………………………………………………

 Position Name of bidder

 **SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

1. **GENERAL CONDITIONS**
	1. The following preference point systems are applicable to invitations to tender:
* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
* the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
	1. **To be completed by the organ of state**
1. The applicable preference point system for this tender is the 80/20 preference point system.
	1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
2. Price; and
3. Specific Goals.
	1. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and Specific Goals**  | **100** |

* 1. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
	2. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
1. **DEFINITIONS**
2. **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
3. **“price”** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
6. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
7. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
	1. **POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

 **80/20**

 Where

 Ps = Points scored for price of tender under consideration

 Pt = Price of tender under consideration

 Pmin = Price of lowest acceptable tender

* 1. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**
		1. **POINTS AWARDED FOR PRICE**

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

 **80/20**

Where

 Ps = Points scored for price of tender under consideration

 Pt = Price of tender under consideration

 Pmax = Price of highest acceptable tender

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

1. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

|  |  |  |
| --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points****allocated****(80/20 system)****(To be completed by the organ of state)** | **Number of points claimed (80/20 system)****(To be completed by the tenderer)** |
| **Certified B-BBEE Level1/Level 2** | 4 |  |
| **Black youth owned** | 4 |  |
| **Creation of new jobs and labour intensification** | 4 |  |
| **Black women owned** | 4 |  |
| **EME or QSE 51% black owned** | 4 |  |

 **DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. Name of company/firm…………………………………………………………………….
	2. Company registration number: …………………………………………………………...
	3. TYPE OF COMPANY/ FIRM

 Partnership/Joint Venture / Consortium

 One-person business/sole propriety

 Close corporation

 Public Company

 Personal Liability Company

 (Pty) Limited

 Non-Profit Company

 State Owned Company

[Tick applicable box]

* 1. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
	1. disqualify the person from the tendering process;
	2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
	3. 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;
	4. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
	5. forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

 ………………………………………………………

 ………………………………………………………

 ………………………………………………………

SECTION 9

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

|  |  |
| --- | --- |
| **Request number:** | **10340557/2023/CTN/INFRA** |
| **Request for Proposal:** | **AS AND WHEN REQUIRED MAINTENANCE OF SERVICE ROADS WITHIN METRORAIL WESTERN CAPE REGION FOR A DURATION OF 24 MONTHS** |

|  |
| --- |
| **Attendance** |
| This is to certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has / have today attended the site inspection / RFQ briefing session to which this enquiry relates.THUS DONE and SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for / on behalf of PRASA Designation |

|  |
| --- |
| **Acknowledgement** |
| **This is to certify that the Bidder attended the above mentioned briefing session/ site inspection and has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by the PRASA for the carrying out of the proposed WORKS to which the enquiry relates** |
| **THUS DONE and SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****DULY AUTHORISED SIGNATORY(IES) WITNESSES****1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**SECTION 10**

**SPECIFICATION/SCOPE OF WORK**

**Part C1**

**AGREEMENTS AND CONTRACT DATA**

**C1.1.1 - Form of Offer and Acceptance**

**Offer**

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

**RFQ NUMBER 10340557/2023/CTN/INFRA: As and when required Maintenance of Service Roads within Western Cape Region for a Duration of 24 Months**

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

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

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

***TERM CONTRACT –***

***Maximum value of***

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

**For the tenderer:**

………………………………

Signature

………………………………

Name

………………………………

Capacity

Name and Address of Organization**:**

…………………………………….......................................

…………………………………….......................................

………………………..........................................................

Signature and name and of witness:

………………………………

Signature

………………………………

 Name

………………………………

 Date

**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’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 tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is subject to this agreement.

The terms and conditions of the contract are contained in:

 Part C1: Agreement and contract data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

Part C4: Site information

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the employer:**

………………………………

Signature

………………………………

Name

………………………………

Capacity

Name and Address of Organization**:**

***METRORAIL***

***DIVISION OF THE PASSENGER AGENCY OF SOUTH AFRICA (PRASA)***

***Propnet Building***

***1 Adderley Street***

***Cape Town***

***8000***

Signature and name and of witness:

………………………………

Signature

………………………………

Name

………………………………

Date

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued be the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,

2. A Tenderer’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 tender 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 tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject ………………………………………………………………………………………

Details ………………………………………………………………………………………………….

 ………………………………………………………………………………………………….

1. Subject …………………………………………………………………………………………………

Details ………………………………………………………………………………………………….

 ………………………………………………………………………………………………….

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

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

**For the Tenderer: 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 Tenderer, (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**

1. **DESCRIPTION OF THE WORK**

This contract covers

**1. The provision and spreading of natural gravel wearing course material imported from an approved commercial source.**

**2. The scarifying of existing road, watering, mixing with new wearing course material and compaction of new wearing course layer.**

**3. The clearance of any vegetation and rubble**

The above shallhereinafter be referred to as the “Works,” and any other work arising out of or incidental to the above or required from the contractor for the proper completion of the Works in accordance with the true meaning and intent of the contract.

1. **MATERIAL AND LABOUR TO BE SUPPLIED BY METRORAIL**

C1.2.2.1 No material will be supplied by Metrorail.

C1.2.2.2 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.

1. **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.

1. **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 Occupational Health and Safety Act (OHSA)

1. **SUFFICIENCY OF TENDER**

Tenderers shall fully inspect the contract area prior to submitting their tender. No claim will be accepted if due to failure to adequately inspect the area.

1. **CONDITIONS OF CONTRACT**

 The following standardized General Conditions of Contract:

 **General Conditions of Contract for Construction Works Second Edition 2010**

 Prepared by the South African Institution of Civil Engineers (SAICE) and approved by the institution of Municipal Engineering, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors and shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X2000, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

 Copies of the General Conditions of Contract for Construction Works are available for inspection and scrutiny at the offices of the Engineer.

 The pro-formas bound with the SAICE General Conditions of Contract for Construction Works (Second Edition) 2010, on pages 71 to 91 shall not apply to this Contact and shall be replaced with the documentation bound into the tender document.

 The General Conditions of Contract for Construction Works make several references to the Contract Data for the 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 Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

 The General Conditions of Contract for Construction Works shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

 Metrorail (Division of PRASA) will for the purpose of this contract be trading and hereinafter also be referred to as METRORAIL who, through its authorized representatives, shall execute the contract on behalf of the South African Rail Commuter Corporation (SARCC).

**Part 1:** Data provided by the Employer

**CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

|  |  |  |
| --- | --- | --- |
| **Clause Number** | **Clause Definition** | **Completion, addition or Substitution of Clause** |
| 1.1.1.13 | The Defects Liability Period .... | **1 Month** |
| 1.1.1.14 | The Due completion Date.... | **2 years** |
| 1.1.1.15 | The name of the Employer.... | **METRORAIL****DIVISION OF THE PASSENGER AGENCY OF SOUTH AFRICA** |
| 1.2.1.2 | The address of the Employer.... | **Physical: The Regional Manager** **Metrorail Western Cape** **Room 622A** **Propnet Building** **1 Adderley Street** **Cape Town** **(T): 021 449 2925** **(F): 021 449 6300****Postal: P.O. Box 5446** **Cape Town** **8000** |
| 1.1.1.16 | The name of the Engineer.... | **The Regional Engineer, Perway** |
| 1.1.1.17 | The name of the Engineer’s Representative | **N. Robain. Further, In this Tender Document, the Engineer’s Representative will be referred to as the Technical Officer** |
| 1.2.1.2 | The address of the Engineer.... | **Physical: The Regional Engineer** **Infrastructure (Perway)** **Metrorail Western Cape** |
| 1.1.1.26 | The Pricing Strategy.... | **Fixed Priced Contract** |
| 3.1 | Functions of the Engineer | **Delete Clauses 3.1.1, 3.1.2 & 3.1.3 in their entirety** |
| 5.3.1 | The documentation required before commencement with Works execution.... | **1) Final Health and Safety Program** **2) Risk Management Report** |
| 5.3.2 | The time to submit documentation required before commencement with Works execution .... | **21 days** |
| 5.8.1 | The non-working days....The special non-working days are: | **Sundays****1) All gazetted public holidays falling outside the year end break****2) The year end break commencing on mid-December and ending on early January as published by SAFCEC** |
| 5.13.1 | The penalty for failing to complete the works.... | **R 1 500.00 per calendar day** |
| 8.6.1.1.2 | The value of Plant and materials supplied by the Employer to be included in the insurance sum.... | **R 0.00 (Nil)** |
| 8.6.1.1.3 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum... | **R 0.00 (Nil)** |
| Add Clause 11 to GCC | Details to be Confidential  | **The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer** |

**Part C2**

**PRICING**

**Part C2.1 - Pricing Instructions**

**C2.1.1 BILL OF QUANTITIES**

i) The quantities in the Schedule of Work and Prices are estimated (provisional) and may be more or less than stated. The contractor shall submit with his tender a complete and detailed priced schedule (**prepared in black ink**) for the Works. All work covered by the schedule including work resulting from modifications or alterations to drawings shall be measured and paid for according to the completed schedule.

ii) The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item, as such prices will be considered when awarding the contract

iii) In the event that a tenderer leaves any item/s blank which are materially important for the award of the contract/business or fails to tender in an amount expressed or calculable in Rands and cents (e.g. total amount, unit price, hourly rate), Metrorail reserves the right to disqualify such a tender.

v) The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.

vi) Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted with the project manager’s written approval.

**C2.1.2 SERVICE ROAD MAINTENANCE**

C2.1.2.1 Scarification, mixing, compaction and watering of existing service road (for Preparation for laying of new gravel layer)

Measurement and payment of this item shall be done per square meter (maximum of 4.5-meter road width) of the finished surface and includes the scarification, mixing, compaction and watering of the indicated area.

\*Rubble removal rates shall be included in the “scarification, mixing, compaction and watering of existing service road” item specified in the Bill of Quantities. Rubble removal shall entail the removal of all rubble within the indicated service road width and an additional width of minimum 1m on both sides of the newly indicated service road.

\* Vegetation removal rates shall be included in the “scarification, mixing, compaction and watering of existing service road” item specified in the Bill of Quantities. Vegetation removal shall entail the removal of all vegetation within the indicated service road width and an additional width of minimum 1m on both sides of the newly indicated service road.

 C2.1.2.2 Provision, placing and compaction of new gravel layer

 Measurement/payment for the provision and placing of new material will be made under item2 of schedule of quantities and will be per cubic meter of compacted material within specific area. The provision and placing of the material include supply of material (as specified on specification and/or Technical Officer), watering, and compaction. The new layer shall have a minimum depth of 100 mm.

Note: The tendered rates shall include for everything required to complete the Works in accordance with these specifications including the provision of plant, personal, materials etc. in all items.

**C2.1.3 SECURITY AND RETENTION**

Security in the amount of equal to 10% of the contract price shall be provided by the Contractor for the due and faithful performance by him/her of all the duties and obligations resting upon and assumed by him in terms of the Contract. Such security shall be in the form of Performance Bond in the format attached as annexure 2 to the request for proposal (RFQ). The performance bond shall be valid for the contract period.

5% of the value of 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.

**ANNEXURE A**

**Maintenance of Service Roads within the Cape Metro Region**

|  |
| --- |
| **Part C2.2 – BILL OF QUANTITIES** |



**Schedule of Quantity Summary**

**Tenderer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Witness:** (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part C3 SCOPE OF WORK**

**C3.1 DESCRIPTION OF THE WORKS**

**C3.1.1 Overview and extent of the works:**

This contract covers ***As and When required maintenance of service roads within the Cape Metrorail region***, for a period of twenty four months, hereinafter also referred to as the “Works” and any other work arising out of or incidental to the above or required of the contractor to the proper completion of the works in accordance with the true meaning and intent of the contract. The crossings are divided in different

This contract covers the maintenance of service roads on an “As and When Basis” consisting of:

1. Scarifying, mixing and compaction of material into existing surface layer within the boundaries of the property of the Passenger Railroad Agency of South Africa in the Western Cape Region and as specified in the Schedule of Quantities and Prices.
2. The provision and spreading of new material.
3. The removal of vegetation and rubles in the area of Works

**C3.1.2 Location of the works**

The location and extent of the site of the Works is between the property boundaries of the Passenger Railroad Agency of South Africa along the railway line in Cape Metrorail Region at the locations as instructed by the Technical Officer.

**C3.2 ENGINEERING**

 Void

**C3.3 PROCUREMENT**

**C3.3.1** **Preferential procurement procedures**

 **C3.3.2** **Subcontracting**

Void.

**C3.4 CONSTRUCTION**

 **C3.4.1 Applicable SANS 2001 Standards**

Width in accordance with SABS 1200 ME -1981 clause 6.1.3

Smoothness in an accordance with SABS 1200ME – 1981 clause 6.16

 **C3.4.2 Applicable national and international standards**

None

**C3.4.3 Particular / Generic specifications**

Particular Project Specifications.

**C.3.4.3.3 Discrepancy between Specifications**

In the event of any discrepancy between the Particular specification and the Generic specifications the Particular specification shall prevail.

 **C3.4.4 Plant and materials supplied by the Employer**

No material and plant will be supplied by Metrorail.

**C3.4.5 Construction Equipment**

The Contractor shall supply all construction equipment required for the proper execution of the Works.

**C3.4.6 Existing services**

Information regarding the location of known existing services will be pointed out at the time of the site inspection but Metrorail will accept no responsibility for the accuracy of this information.

Where the position of a known service cannot be determined with sufficient accuracy by visual inspection, the Contractor shall open up and make further investigation before commencing with any of his activities related to the resurfacing of service roads, in that vicinity, so that the position of such services may be determined with sufficient accuracy. Thereafter the Contractor shall assume responsibility for all known 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.

 **C3.4.7 Site establishment**

**C3.4.7.1 Services and facilities provided by Metrorail**

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

**C3.4.7.2 Services and facilities provided by the Contractor**

* Site storage / Camp sites

The contractor shall clear and prepare the site for his camp and the cost thereof shall be included for in the rates tendered for the Works.

* Housing of employees

No housing of employees of the contractor will be allowed on the property of PRASA 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.

* Contractor’s agent and communication

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.

* Security

The contractor shall provide his own security for the protection of his workmen and assets.

* 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.

 **3.4.8 Occupations and Work Permits**

No occupations and work permits will be granted and the contractor shall plan and execute the Work 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.

**3.4.9 Safety clothing**

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

**C3.5 MANAGEMENT**

 **C3.5.1 Management of the Works**

**C3.5.1.1 RAILWAY AUTHORITY**

* **Railway Owner:** The Passenger Railroad Agency of South Africa (PRASA) is the Railway Owner.
* **Railway Operator:** Metrorail is the Railway Operator of the Passenger Railroad Agency of South Africa
* **General:** All conditions and instructions set out in the Specifications and Agreement included in this contract governing work performed by the Contractor on the Property of the PRASA shall also be applicable with regard to all other assets and/or equipment of the PRASA maintained and operated by Metrorail.

**C3.5.1.1** Project Manager and Technical Officer

The Project Manager for this contract will be the Regional Engineer, Perway Maintenance, Infrastructure, and 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** Construction programme / Work Cycle

No programme of Works is required. All works will be done as and when requested by Client.

* Issue of Work

Work will be issued to the contractor by the Project Manager or the Technical Officer only. The contractor shall be required to submit a quote for the work before receiving an instruction to proceed. Such instruction shall be in the form of a site instruction delivered by hardcopy or email.

* Response Time

All work issued will be prioritised by Metrorail and will require the contractor to response within seven days from the date he/she receive a callout.

* Completion and Sign-off of Work

Upon completion of the work the site instruction must be signed off by the contractor and the Technical Officer after they both inspected the work. The signed off site instruction must clearly indicate the starting and completion times of the work, the material used and the work sub-contracted.

**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-operations 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.

 **C3.5.1.4** 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.

**C3.5.1.5** 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 the 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 SPK7/1 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 claimed or relief of penalties requests arising from the Works being stopped due to the Contractor’s failure to comply with contractual safety conditions will be entertained.

**3.6 ANNEXES**

**C3.6.1 Particular Specifications:** (Also referred to as “Project Specifications”)

* Specification for As and When required maintenance of service roads within the Metrorail Western Cape Region

**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 SPK7/1 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.)

**PARTICULAR (PROJECT) SPECIFICATIONS**

**PARTICULAR PROJECT SPECIFICATION: FOR THE “AS AND WHEN BASIS REQUIRED MAINTENANCE OF SERVICE ROADS WITHIN THE METRORAIL WESTERN CAPE REGION**

When the compaction of service road is required the in-situ material layer shall be scarified, watered, mixed and compacted to 98% Mod AASHTO.

**P1.1 SCOPE AND DESCRIPTION OF WORK**

The repair and maintenance of gravel service roads (herein after referred to as the “Works”) comprise:

1. The scarifying of existing road, watering, mixing and compaction of existing surface gravel wearing course layer.
2. The provision and spreading / compaction of natural gravel wearing course material imported from an approved commercial source.
3. The clearance of any vegetation and rubble which falls within the zones indicated in clauses C2.1.2.1 of the pricing instructions.
4. The width of Service Road maintenance will vary between three (3) meters and four and a half (4.5) meters. The maintenance width shall mainly be governed by the nature of the site, but must be confirmed by the technical officer. The technical officer shall use his/her discretion to determine which areas require which activities.
5. Any other work arising out of, or incidental to the work above.

**P1.2 MATERIAL**

**P1.2. 1 Material description and specifications**

**The wearing course aggregate shall conform to the applicable requirements of TRH 20 (1990, The Structural Design, Construction and Maintenance of Unpaved Roads) clause 3.3.3 material specification for unpaved roads** and shall be obtained from an approved commercial source. The aggregate material shall be free from vegetable matter and other deleterious substances. After the contractor has determined that the aggregate meets the specification and at least 20 days prior to delivery to the site, the contractor shall notify the technical officer in writing of the source of the material. Test data and other certification information for the aggregate shall be furnished 20 days prior to the use of the material.

**P1.3 CONSTRUCTION**

**P1.3.1 Construction of New Wearing Course Layer**

 **P1.3.1.1 Construction of new surface layer**

1. The existing surface layer shall be scarified, mixed and compacted into the existing surface layer to form the subgrade layer for the new wearing course.

2. The imported material shall be thoroughly watered, mixed, compacted and finished off to form the new wearing course of 100mm layer depth.

3. All surfaces shall be compacted to 95% Mod AASHTO with appropriate plant. Walk behind rollers will not be accepted.

**P1.3.2 General**

**P1.3.2.1 Placing**

The imported material shall be dumped on the road and then evenly spread with the appropriate/suitable plant e.g. grader over the distance listed in the Schedule of Quantities and Prices or as per quantities on the callout, not exceeding a width of 4. 5 meters.

**P1.3.2.2 Scarifying, Mixing and Watering**

During scarification water shall be mixed in order to increase the moisture content of the material to the optimum value for the compaction equipment employed and the density required, not more than the requisite quantity of water shall be added uniformly over the area to be compacted. The water shall be thoroughly mixed into the material until a consistent mixture is obtained.

**P1.3.2.3 Compaction**

Material that is too wet shall be allowed to dry out to the correct moisture content before compaction proceeds. Compaction shall be carried out in continuous operations over the full width and length of the area being compacted

**P 1.3.5 Tolerances**

The finished wearing course layer shall comply with the following tolerances:

 Width - In accordance with **SABS 1200 ME – 1981 clause 6.1.3**

Smoothness - In accordance with **SABS 1200 ME – 1981 clause 6.1.6**

**P1.4 QUALITY MEASUREMENT**

Subsequent to compaction, watering, scarification and mixing, all new wearing coarse layers must obtain 95% of predetermined respective Mod AASHTO densities.

93% of predetermined respective Mod AASHTO densities must be obtained at sections where no new material was added.

**P1.5 MEASUREMENT AND PAYMENT**

 Measurement and payment will be made as stated in the Pricing Data.

**GENERIC (STANDARD) SPECIFICATIONS**

**PASSENGER RAIL AGENCY OF SOUTH AFRICA LIMITED**

**E7/1 (July 110108)**

SPECIFICATION FOR WORKS 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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**APPENDIXES**

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2. Vertical clearances 1 065 mm gauge

3. Platform clearances

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 Metrorail’s publica­tion SAFETY INSTRUCTIONS: HIGH-VOLTAGE ELECTRICAL EQUIPMENT, and who holds a certificate or letter of authority to that effect.

Barrier. Any device designed to restrict access to "live" high-voltage electrical equipment.

Bond. A short conductor installed to provide electrical continuity.

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 as the person who shall be consulted by the Contractor in all electrical matters to ensure that the Contractor takes adequate safety precau­tions.

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 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. 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.

Technical Officer. The person or juristic person appointed by PRASA from time to time as the Technical Officer, to administer the Contractor's performance and execution of the Works according to the powers and rights held by and obliga­tions placed upon the Technical Officer 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.

2. **PART 1 - GENERAL SPECIFICATION**

AUTHORITY OF OFFICERS OF PRASA

2.1 The Contractor shall co-operate with the officers of PRASA and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of 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, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of 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 Technical Officer with the names, addresses and telephone numbers of the representatives.

* 1. 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.

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 Technical Officer and at times to suit PRASA require­ments.

4.2 The Contractor shall organise the Works in a manner which will minimise the number and duration of occupa­tions and work permits required.

4.3 PRASA will 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 Technical Officer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 14 days before they are required. PRASA does not undertake to grant an occupation or work permit for any particular date, time or duration.

4.5 PRASA 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.

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 schedule 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.

4.8 Reimbursement 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 Technical Officer certifies that no other work on which the labour and plant could be employed was immedi­ately available.

4.10 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Technical Officer written confirmation of the date, time and duration of the occupation.

4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of form No. T.1276 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 the T.1276 form, thereby acknowledg­ing that he is aware that the electrical equipment is to be made "live". The Contractor shall advise all his workmen accordingly.

5. **SPEED RESTRICTIONS AND PROTECTION**

* 1. When speed restrictions are imposed by PRASA 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 Technical Officer considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of PRASA's and the Contractor's personnel and assets, the public and includ­ing trains.

PRASA will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Technical Officer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in appendixes 1 to 4.

5.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by PRASA personnel providing protection.

6. **ROADS ON PRASA PROPERTY**

The provision of clause 25 of the E.5, General Conditions of Contract, or clause 23 of the E.5 (MW), General Conditions of Contract for Maintenance Works, shall apply to the use of existing roads on PRASA's property.

7. **CLEARANCES**

7.1 No temporary works shall encroach on the appropriate minimum clearances set out in Appendixes 1 to 4.

8. **STACKING OF MATERIAL**

8.1 The Con­tractor shall not stack any material closer than 3 m from the centre line of any railway line without prior approval of the Technical Officer.

10. **EXCAVATION, SHORING, DEWATERING AND DRAINAGE**

10.1 Unless otherwise approved by the Technical Officer any excavation adjacent to a railway line shall not encroach on the hatched area shown in Figure 1.



10.2 The Con­tr­ac­tor shall provide at his own cost any shoring, dewatering or drainage of any excavation unless other­wise stipulated elsewhere in the Contract.

10.3 Where required by the Technical Officer, 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.

10.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Technical Officer.

10.5 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 Technical Officer 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 Technical Officer 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 Technical Officer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

11. **PILING**

11.1 The Technical Officer will specify the conditions under which piles may be installed on 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 Technical Officer, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

13. **BLASTING**

13.1 The provisions of clause 23 of the E.5, General Conditions of Contract or clause 21 of the E.5 (MW), General Conditions of Contract for Maintenance Work, shall apply to all blast­ing oper­ations undertaken in terms of the Contract.

13.2 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 11056 as amended).

13.3 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Technical Officer, 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.

13.4 The flagmen described in 13.3, where provided by PRASA, are for the protec­tion of trains and PRASA property 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.

* 1. The person described in 13.3 will record in a book provided and retained by PRASA 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.

13.6 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 Technical Officer and the person who will do the blasting shall both sign the book when­ever an entry described in 13.5 is made.

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

14. **RAIL TROLLEYS**

14.1 The use of rail trolleys or trestle trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Technical Officer 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, excluding the costs of any train protection services normally provided free of charge by PRASA.

15. **SIGNAL TRACK CIRCUITS**

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 Technical Officer's knowledge and consent.

16. **PENALTY FOR DELAYS TO TRAINS**

16.1 If any trains are delayed by the Contractor and the Technical Officer is satisfied that the delay was avoid­able, a penalty will be imposed on the Contractor of R5 000 per hour or part thereof for the period of delay, irrespec­tive of the number of trains delayed.

**PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT**

17. **GENERAL**

17.1 This specification is based on the contents of Metrorail’s publication SAFETY INSTRUCTIONS, HIGH-VOLTAGE ELECTRICAL EQUIP-MENT, as amended, a copy of which will be made avail­able on loan to the Contractor for the duration of the con­tract.

These instruc­tions apply to all work near live high-voltage equipment maintained and/or operated by PRASA, and the onus rests on the Contractor to ensure that he obtains a copy.

17.2 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Safety Instruc­tions: High-Voltage Electrical Equipment.

17.3 The Safety Instructions: High-Voltage Electrical Equip­ment cover 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).

17.4 This specification must be read in conjunction with and not in lieu of the Safety Instructions: High-Voltage Electrical Equipment.

17.5 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.

17.6 The Contractor shall regard all high-voltage equipment as live unless a work permit is in force.

17.7 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 staff where this is necessary.

17.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

18. **WORK ON BUILDINGS OR FIXED STRUCTURES**

18.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earthworks 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.

18.2 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 Works.

18.3 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.

110. **WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING OR UNLOADING**

110.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely:-

1. 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.

110.2 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.

110.3 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.

110.4 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.

* 1. Where the conditions in 110.1 to 110.3 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 METRORAIL and at its 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 Senior responsible Electrical Engineer in PRASA.

20. **USE OF EQUIPMENT**

20.1 Measuring Tapes and Devices

20.1.1 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.

20.1.2 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.

20.1.3 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 responsible Electrical Engineer in PRASA, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.

20.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in 20.1.1 to 20.1.3 are required.

20.1.5 The restrictions described in 20.1.1 to 20.1.3 do not apply on a bridge deck between permanent parapets nor in other situ­ations where a barrier effectively prevents contact with the live high-voltage equipment.

20.2 Portable Ladders

20.2.1 Any type of portable ladder longer then 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.

21. **CARRYING AND HANDLING MATERIAL AND EQUIPMENT**

21.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material that exceeds 2 metres in length shall be carried completely below head height near live high-voltage equipment. For maximum safety two or more persons to main­tain it as nearly as possible in a horizontal position should carry such material. The utmost care must be take to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.

21.2 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.

21.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

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

22.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:

1. 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.
2. 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.

22.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

22.3 The provisions of clauses 22.1 and 22.2 shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

23. **USE OF WATER**

23.1 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.

24. **USE OF CONSTRUCTION PLANT**

24.1 "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.

24.2 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.24.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contrac­tor.

24.4 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.

24.5 Clauses 24.1 to 24.4 shall apply mutatis mutandis to the use of maintenance machines of any nature.

25. **WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT**

25.1 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.

25.2 If a work permit is issued the Responsible Represen­tative shall:-

 (i) before commencement of work ensure that the limits within which work may be carried out have been explained to him by the Authorised Person who issued the permit to him, and that he fully under­stands these limits.

 (ii) sign portion C of the permit before commencement of work;

 (iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;

 (iv) care for the safety of all persons under his control whilst work is in progress; and

 (v) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

26. **TRACTION RETURN CIRCUITS IN RAILS**

26.1 DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.

26.2 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 PRASA personnel.

26.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Technical Officer at least 7 days written notice when removal of such bonds is necessary.

26.4 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.

27. **BLASTING**

27.1 The Contractor shall obtain the permission of the Elec­trical Officer (Contracts) before blasting, and shall give at least 14 days notice of his intention to blast.

27.2 No blasting shall be done in the vicinity of electrified lines unless a member of PRASA's electrical personnel is present.

* 1. The terms of clause 13 hereof shall be strictly adhered to.

28. **HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY PRASA**

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by PRASA, the Occupational Health and Safety Act No. 85 of 110103, and Regulations and Instructions, or the Mines Health and Safety Act (Act 210 of 110106), shall apply.

Such equipment includes:-

 (i) Eskom and municipal equipment;

 (ii) the Contractor's own power supplies; and

 (iii) electrical equipment being installed but not yet taken over from the Contractor.







**Specification E4E**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 110103) AND APPLICABLE REGULATIONS**

**1. General**

1.1 The Contractor and Passenger Rail Agency of South Africa Ltd (hereinafter referred to as “ 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 110103 (the Act) and applicable Regulations.

* 1. 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.
	2. 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.
	3. 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 Works.
	4. In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

* 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. 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;

1. the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
2. 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
3. the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
	1. **“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, 110105 these qualifications and training shall be deemed to be the required qualifications and training;
	2. **“contractor”** means principal contractor and “subcontractor” means contractor as defined by the Construction Regulations, 2003.
	3. **“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;
	4. **“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;
	5. **“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;
	6. **“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;

2.10 “**the Act”** means the Occupational Health and Safety Act No. 85 of 110103.

**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:-

1. includes the demolition of a structure exceeding a height of 3 metres; or
2. 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:-

1. includes excavation work deeper than 1m; or
2. includes working at a height greater than 3 metres above ground or a landing.
	1. 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.
	2. 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. Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
	4. 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.
	5. 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.
	6. 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 PRASAsafety requirements and procedures.

**4. Special Permits**

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

**5. Health and Safety Programme**

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

1. 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 10 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.

* 1. 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.
	2. 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:
1. 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;

1. 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.

* 1. 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.
	2. 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.
	3. 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.
	4. 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. 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.
	6. 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.
	7. 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.
	8. 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**

* + 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;
		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.
		3. The fall protection plan shall include: -
1. A Risk Assessment of all work carried out from an elevated position;
2. the procedures and methods to address all the identified risks per location;
3. the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
4. the training of employees working from elevated positions; and
5. 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**

* 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.
	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.
	3. The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

**ANNEXURE 1**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 110103**

**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:

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1. 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:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name and telephone number of principal contractor’s construction supervisor on site appointed in terms of regulation 6(1). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Name/s of principal contractor’s construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Exact physical address of the construction site or site office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Nature of the construction work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Expected commencement date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Expected completion date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Estimated maximum number of persons on the construction site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Planned number of contractors on the construction site accountable to the principle contractor:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name(s) of contractors already chosen.

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**Principal Contractor Date**

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**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.

**ANNEXURE 2**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 110103 (ACT 85 OF 110103):**

**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**

 **OCCUPATIONAL HEALTH AND SAFETY ACT, 110103 (ACT 85 OF 110103) :**

**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**

**SITE ACCESS CERTIFICATE**

|  |  |  |
| --- | --- | --- |
| Access to:  |  | **(Area)**  |
| Name of Contractor/Builder: - |  |
| Contract/Order No.: |  |
|  |
| The contract works site/area described above are made available to you for the carrying out of associated works  |
| In terms of your contract/order with |  |
| (company) |  |

Kindly note that you are at all times responsible for the control and safety of the Works 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, 110103 (Act 85 of 110103) as amended, and all conditions of the Contract pertaining to the site of the works 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: -*** |  | ***I,*** |
|  | ***do hereby acknowledge and accept the duties*** |
| ***and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 110103.*** |

***Name :*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Designation :* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***Signature :*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Date :* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Part C4**

**SITE INFORMATION**

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

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

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

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

1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise. [↑](#footnote-ref-1)
2. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. [↑](#footnote-ref-2)