

**REQUEST FOR QUOTATION (RFQ)**

**RFQ NUMBER: […10359688…]**

**REQUEST FOR QUOTATION (RFQ) FOR THE *[CLEANING OF THE RAIL RESERVE FOR CENTRAL CORRIDOR FOR THE PERIOD OF 3 MONTHS]***

**ECTION 1: SBD1**

**PART A INVITATION TO BID**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)** | | | | | | | | | | | | | |
| BID NUMBER: | **…10359688………….** | | | | **CLOSING DATE:** | | | | **…24 APRIL 2025 ……………** | | **CLOSING TIME:** | | …12H00. |
| **DESCRIPTION** | **CLEANING OF THE RAIL RESERVE FOR CETRAL  *CORRIDOR FOR THE 3 MONTHS PERIOD*** | | | | | | | | | | | | |
| **BID RESPONSE DOCUMENTS SHALL BE AD*D*RESSED AS FOLLOWS:** | | | | | | | | | | | | | |
| 1 ADDERLEY STREET  METRORAIL SUPPLY CHAIN MANAGEMENT  6TH FLOOR, ROOM 622  PROPNET BUILDING  CAPE TOWN  PLEASE NOTE:( **Please note: All Submission must be Manual Drop in the Tender Box or Hand Delivery)** | | | | | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | | | | | | | | | | | |
| CONTACT PERSON | | | | **Bonwell Booi** | | | | | | | | | |
| TELEPHONE NUMBER | | | | **(021) 837-7945** | | | | | | | | | |
| E-MAIL ADDRESS | | | | **Bonwell.booi@prasa.com** | | | | | | | | | |
| **SUPPLIER INFORMATION** | | | | | | | | | | | | | |
| NAME OF BIDDER | | |  | | | | | | | | | | |
| POSTAL ADDRESS | | |  | | | | | | | | | | |
| STREET ADDRESS | | |  | | | | | | | | | | |
| TELEPHONE NUMBER | | | CODE | |  | | | | NUMBER | |  | | |
| CELLPHONE NUMBER | | |  | | | | | | | | | | |
| FACSIMILE NUMBER | | | CODE | |  | | | | NUMBER | |  | | |
| E-MAIL ADDRESS | | |  | | | | | | | | | | |
| VAT REGISTRATION NUMBER | | |  | | | | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | | | TAX COMPLIANCE SYSTEM PIN: | | |  | | **OR** | | CENTRAL SUPPLIER DATABASE No: | | MAAA…………….. | |
| 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  NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO  IS 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 PRASA 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 INVALID**.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

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

DATE: …………………………………………...

**NB**:

* ***Quotation(s) must be addressed to PRASA before the closing date and time shown above.***
* ***PRASA General Conditions of Purchase shall apply.***

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

# Communication

Bidder/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 ([Complaints@prasa.com](mailto:Complaints@prasa.com)) for lodging of complaints to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

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

# Legal Compliance

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

# Changes to Quotations

Changes by the Bidder 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 RFQ 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)/works and request Bidders to re-bid on any changes.

# Reject any Quotation which does not conform to instructions and specifications which are detailed herein; and

# 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 bidder, 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 bidder.

## Should the preferred bidder 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 bidder provided that he/she/it is still prepared to provide the required goods at the quoted price.

# LEGAL REVIEW

Proposed contractual terms and conditions submitted by a bidder 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

Bidders 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 a bidder 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 Bidders. PRASA agrees that it shall only process the information disclosed by Bidders 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 Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, PRASA requires Bidders 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 in choosing a Supplier/Service Provider:

|  |  |
| --- | --- |
| **EVALUATION CRITERIA** | **WEIGHTING** |
| Stage 1 – Compliance | |
| Stage 1A | Mandatory Requirements |
| Stage 1B | Other Mandatory Requirements |
| Stage 2 | |
| Technical/Functional Requirements | Threshold of 80% (Not Applicable) |
| 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. Bidders 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 bidder(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**

Bidders 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 Bidders *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 Bidders 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 Bidder’s disqualification. Bidders are therefore urged to ensure that all documents are returned with their Quotations.

**SECTION 3**

1. **EVALUATION CRITERIA:**

**Stage 1A – Mandatory Requirements**

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

Only bidders who comply with stage 1A will be evaluated further. **[Note: only include technical legislative requirements)**

|  |  |  |
| --- | --- | --- |
| No. | Description of requirement |  |
| a) | Proof of CIDB grading ……. or higher (**Note**: Delete if not applicable) | Not APPLICABLE |
| b) | Bid Bond from a South African Bank (**Note**: delete if not applicable) | Not APPLICABLE |
| (c) | Briefing Session Form D.  Bidders must also reflect on the Compulsory Briefing Session Attendance Register  (Delete if not applicable) | APPLICABLE |

SPECIAL CONDITIONS:

Objective Criteria

**Objective Criteria Requirements**

Objective Criteria – Bidders who meet the below requirements will be prioritised for award:

| **No.** | **DESCRIPTION OF REQUIREMENT** | **ACCEPTABLE EVIDENCE** |
| --- | --- | --- |
| a) | The enterprise should meet the below requirements to be prioritized for award.  NB: There must be a supporting proof submitted for evidence as outlined in the evidence column.  Requirements:   * The enterprise must be in the municipal area where service will be rendered. * Localization (Skill development, job creation and capacity building). | Municipal bill of rates and taxes for the bidding company.  Written proposal of how onboarding of local labour will take place. Proposal must include planned number of people to be recruited for the duration of the project.  **NB: 349 local labour required.** |

**NB: Failure to submit evidence will be interpreted as no submission was made for the Objective Criteria.**

**Stage 1B –Other Mandatory Requirements**

If you do not submit the following mandatory documents/requirements, PRASA may request the bidder to submit the information within three (3) 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: COIDA. (Delete if not applicable) | APPLICABLE |
| b) | Supply of valid SARS Pin |  |
| c) | Completion of ALL RFQ documentation (includes ALL declarations) |  |
| (d) | Joint Venture, Consortium Agreement or Partnering Agreement/ Subcontract Agreement signed by all parties. The agreement should indicate the leading bidder where applicable.  (Delete if not applicable) | NOT APPLICABLE |
| (e) | CSD supplier registration number |  |

* 1. **Stage 2**

**Technical / Functionality Requirements (Not APPLICABLE)**

**Scoring of Functionality:**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **CRITERIA** | **INDICATOR** | **WEIGHT (%)** | **SCORES** |
| E.g Company Experience | bidders must submit reference letters for similar work. | 40 | 0. -  1. –  2. –  3. -  4. –  5. - |
|  |  |  |  |
| **TOTAL** | | **100** |  |

* 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** | **ACCEPTABLE**  **EVIDENCE** | **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)** |
| Entities with B-BBEE contributor status of at least Level 2 | B-BBEE Certificate Affidavit will be accepted ) showing a Level 2 or Level1 | 4 Points |  |
| EME or QSE51% Black Owned | Audited Annual Financial / B-BBEE Certificate / Affidavit | 4 Points |  |
| 51% black Owned | CIPC Documents/ B-BBEE Certificate/ Affidavit | 4 Points |  |
| Black Women Owned | Certified copy of I.D Documents of the Owners | 4 Points |  |
| Black Youth Owned | Certified copy of I.D Documents Owners | 4 Points |  |
|  |  |  |  |
|  |  |  |  |

**OBJECTIVE CRITERIA** (Not Applicable )

* 1. Section 2(1)(f) of the PPPFA empowers an organ of state to award a tender to the highest scoring bidder unless there is an objective criterion that justify the award to another tenderer.
  2. PRASA reserves the right to apply the objective criteria for this bid.
  3. PRASA may award a bid to a bidder that did not score the highest points under the following circumstances:
     + 1. A negative track record of the bidder in other related projects.
       2. spreading the award to bidders that have not been previously appointed.
       3. the need to avoid concentrating awards to the previously appointed bidders. Prasa shall take into account the following:
          1. the number of bid(s) awarded to the highest scoring bidder(s) in the preceding financial years.
          2. the capacity of the highest scoring bidder(s) despite the previous appointments.
          3. the value and scope of the bid(s) already awarded to the highest scoring bidder(s);
          4. the materiality of the price difference between the highest scoring bidder and other bidders; and
          5. whether the goods, services or works are of a specialized nature.

**SPLITTING OF AWARDS** [Not Applicable)

* 1. PRASA reserves the right to split the award of this bid to more than one service provider, provided that the nature of the services or goods or works to be provided are capable of being split to more than one service provider.

**APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER**

* 1. PRASA may appoint a bidder other than the successful bidder under the following instances:
     + 1. When a successful bidder, after having been informed of the acceptance of its Bid, fails to sign a contract within a prescribe period of time e.g. 14 (fourteen) days after being called upon to do so.
       2. When a successful bidder has failed to provide the necessary security, bonds or guarantees within the time required to do so by PRASA.
       3. When a successful bidder fails to meet a condition precedent for the award of business (e.g. to obtain the necessary funding); and
       4. When final contract negotiations with a preferred bidder fails and a contract is not agreed upon.
  2. PRASA will only award a bid to a bidder other than the highest scoring bidder provided that such bid is still within the bid validity period.
  3. Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

**SECTION 5**

PRICING AND DELIVERY SCHEDULE

Bidders are required to complete the attached Pricing Schedule **Annexure:** 89 AND 90

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 (delete if not 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. Bidders are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Bidder. PRASA may:
9. Negotiate a market-related price with the Bidder scoring the highest points.
10. If that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points.
11. If the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points.
12. If a market-related price is not agreed with the Bidder 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 affected 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 Bidder awarded the contract may only enter into a subcontracting arrangement with PRASA’s prior approval. The contract will be concluded between the successful Bidder and PRASA, therefore, the successful Bidder 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. **Bidder’s declaration regarding PEPs/PIPs**

PRASA requires bidders to disclose if they have Politically Exposed Persons (“PEP”)[[2]](#footnote-2) or Prominent Influential Persons (“PIP”)[[3]](#footnote-3) and related individuals in their organisation and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.[[4]](#footnote-4)

3.1 Is the bidder a PEP/PIP? **YES/NO**

3.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**

* 1. Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

|  |  |  |
| --- | --- | --- |
| **Name of PEP/PIP & Nature of the Exposure/Influence** | **Term of the office** | **Description of activities relating to Exposure/Influence** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. **Declaration:**

I/We the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

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

Signature Date

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

Position Name of bidder

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[[5]](#footnote-5) 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, 3 and 4 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**

(*delete whichever is not applicable for this tender*).

1. ~~The applicable preference point system for this tender is the 90/10 preference~~ point system.
2. The applicable preference point system for this tender is the 80/20 preference point system.
3. ~~Either the 90/10~~ or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
   1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
4. Price; and
5. Specific Goals.
   1. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** |  |
| **SPECIFIC GOALS** |  |
| **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 PREFERENCE POINT SYSTEMS**

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

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** | **ACCEPTABLE**  **EVIDENCE** | **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)** |
| Entities with B-BBEE contributor status of at least Level 2 | B-BBEE Certificate Affidavit will be accepted ) showing a Level 2 or Level1 | 4 Points |  |
| EME or QSE51% Black Owned | Audited Annual Financial / B-BBEE Certificate / Affidavit | 4 Points |  |
| 51% black Owned | CIPC Documents/ B-BBEE Certificate/ Affidavit | 4 Points |  |
| Black Women Owned | Certified copy of I.D Documents of the Owners | 4 Points |  |
| Black Youth Owned | Certified copy of I.D Documents Owned | 4 Points |  |
|  |  |  |  |
|  |  |  |  |

**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 (Not APPLICABLE)

|  |  |
| --- | --- |
| **Request number:** |  |
| **Request for Proposal:** |  |

|  |
| --- |
| **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 11

SPECIFICATION/SCOPE OF WORK

Please see attached Specification Below

C1.1 Form of Offer and Acceptance

Offer

.

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

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

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

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

TERM CONTRACT – Maximum value of R               ,        or Three MONTH whichever comes first (in words)

Maximum value of R                  ,     or One month whichever comes first (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

amed as the contractor in the conditions of contract identified in the contract data.

Signature ……………………………….. Date ………………………….

Name ………………………………..

Capacity ………………………………...

For the tenderer

(Name and …………………………………………………………………………………………………

Address of

Organization) …………………………………………………………………………………………………

…………………………………………………………………………………………………

Name and

Signature

Of witness ………………………………… ………………………………

Acceptance

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

The terms and conditions of the contract are contained in:

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

Part C2: Pricing data

Part C3: Scope of work

Part C4: Site information

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

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

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

Signature ……………………………….. Date ………………………….

Name ………………………………..

Capacity ………………………………...

for the

Employer Passenger Rail Agency of South Africa, trading as Metrorail

Room 622A

1 Adderley Street

Cape Town

Name and …………………………………

Signature

Of witness ………………………………… Date …………..………………

Schedule of Deviations

Subject …………………………………………………………………………………………………

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

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

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

Subject …………………………………………………………………………………………………

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

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Subject …………………………………………………………………………………………………

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

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Subject …………………………………………………………………………………………………

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

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

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

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

C1.2 Contract Data

Part 1

The General Conditions of Contract, hereinafter referred to as “the E5”, of the Passenger Rail Agency of South Africa is applicable to this contract a copy of which is included in part C1.3 of the Contract Data

The E5 makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The variations and additional clauses in the contract data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the E5.

Discrepancy in documents

In the event of any conflict between the Contract Data stated below and the E5, The Contract Data shall prevail

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

The address of the Employer is:

Physical: The Regional Manager

Metrorail

Room 622A

Propnet Building

1 Adderley Street

Cape Town

Tel. Number: (021) 449 2925

Fax Number: (021) 449 6300

Postal: P.O. Box 5446

Cape Town

8000

The name of the Project Manager is: Mrs Bulelwa Stofile

The address of the Project Manager is:

Physical: Technical Manager

Infrastructure (Perway)

Metrorail

Off Malta Road

Salt River

Tel. Number: (021) 818 7425

Fax Number: N/A

Postal: P.O. Box 5446

Cape Town

8000

Each item of data given below is cross referenced to the clause in the E5 to which it mainly applies.

THE VARIATIONS TO THE E5 ARE:

1. “Schedule of work and prices” shall mean Bill of rates/quantities

2. Cession, Delegation or Assignment

Neither party shall cede or delegate any right or obligation under this agreement nor enter into any sub-contract of whatever nature for the execution thereof or part thereof without prior written consent of the other.

Should the Contractor be desirous to cede and/or assign any right or obligation in terms of this agreement to a third party or enter a sub-contract in respect of the execution hereof, the Contractor shall forthwith supply Metrorail with such information as may be requested and required by Metrorail to enable it to make a decision.

The Contractor shall during the term of this agreement not be allowed to proceed with any of the following matters before the prior written consent of the Metrorail Divisional Acquisition Council has been obtained:

any transfer of any number of shares of the Contractor.

any change in the composition of the Contractor.

any change in the ownership of the Contractor; or

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

any change on the BEE component of the contractor

6. Sufficiency of Tender

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

8. Hours of Work

For the purposes of this contract the following definitions shall apply:

“Normal Working-hours” shall mean the period from 07:00 to 16:30 on normal weekdays.

“After hours” shall mean the period from 0:00 to 07:00 and 16:30 to 0:00 on normal weekdays as well as the whole of Saturdays.

“Paid Public Holidays” shall mean all official holidays recognized by the Republic of South Africa as well as any additional holidays declared by the President of the Republic. For the purposes of compiling hourly rates a Sunday will be included under the rate for Paid Public Holidays.

10 Material and Labour to be supplied by Prasa/Metrorail

10.1 Metrorail will supply no material for the construction and completion of the works

Protection of the Contractor’s workmen is the sole responsibility of the contractor. Metrorail will provide induction training as well as training of the contractors flagmen free of charge. Metrorail will only provide protection of trains in instances where the safe passage of the 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,

20. Penalties for Late Completion

Should the Contractor fail to complete the work by the date as agreed per callout or within the period stipulated, he shall pay to Metrorail as penalties in terms of the Conventional Penalties Act of 1962 (as amended) the amount of R300.00 (three Hundred Rand) for each day or part thereof during which the Work remains incomplete. In addition, the Client shall have the right to complete the work and to recover from the Contractor all the expenditure incurred in so doing.

THE VARIATION CLAUSES TO THE E5 ARE:

25. Payment

25.1 Payments

The Contractor shall supply to Metrorail its banking details for all payments. Payments will be made by Electronic Funds Transfer to the supplied Contractor’s bank details. Should the Contractor change its bank details, new bank details will be supplied to Metrorail and an allowance of 30 days will be allowed to load the new bank details into Metrorail’s system.

25.2 Settlement of account

The contractor shall, on or before the end of each month, submit to Metrorail tax invoices per individual work request, to be certified by both the contractor and the Client as correct, specifying the services rendered as per the site instruction and detailing the amount due and payable to the contractor. Value Added tax shall be shown separately on each invoice. Invoices shall be settled within 30 days from date of receipt of invoice.

THE ADDITIONAL CLAUSES TO THE E5 ARE:

30. Description of the Work

This contract covers • As-and-when Required Cleaning of Rail Reserve, hereinafter also referred to as the “Works,” and any other work arising out of or incidental to the above, or required of the contractor for the proper completion of the Works in accordance with the true meaning and intent of the contract.

Business Name

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

32. Special Authority

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

33. Contract Duration

The Contract will run for a period of 3 month or when the value of RXXXX been depleted whichever comes first including VAT. The contract period will be determined by adding the period specified above to the date that the tenderer received one completed original copy of the “Form of Offer and Acceptance” of the tender for the Works.

34. Work Cycle

Issue of Work

Work will be issued to the contractor by the Project Manager or the Technical Officer only.

Prioritisation and Response Time

All work issued will be prioritised by Metrorail as follows and will require the response time as stated:

|  |  |  |  |
| --- | --- | --- | --- |
| Priority | Definition | Response time | Work Complete |
| Urgent | Work that could result in loss of income for Metrorail or could become a danger to commuters or the public if not attended to. | Within 12 hours | Within 24 hours |
| Work request | Adhoc work | As per agreement | As per agreement |

Sub-contracting of Work

The contractor will only be permitted to sub-contract portions of the works with the prior written consent of the project manager. In all instances this shall be limited to specialized work for which the contractor does not have the required registration/s, capability and know-how in-house with which to undertake the works. Notwithstanding what is stated in the clause of the E5 the manager may elect to pre-approve certain specialist sub-contractors as listed in the Schedule of Sub-Contractors under Returnable Documents in order to speed up response times. The manager also reserves the right to withdraw such approval in which case prior written approval will again be required for the use of those sub-contractors.

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.

36. Site Diary

A book (size A5 with two carbon copies) is to be supplied by the contractor if requested by the Technical Officer and is to be kept on site, and is to be used daily by the Contractor to record events such as the weather, labour at work, progress etc. This book shall also be used for communication between the Contractor and the Technical Officer.

The contractor shall also record the following additional in the Site Diary on a daily basis:

All labour engaged on the site for each working day.

All plant engaged on the site for each working day.

Progress of the Works in (%) percent.

Construction In Confined Areas

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the contractor's construction plan. The tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at, around or through obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases. The contractor will be held responsible when working in confined areas for the repair, at his own cost, of damage caused by him to any asset or service indicated to him.

38. Indemnity

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

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

38.1.2 any act or omission of any or all of the Contractor’s members, employees, agents, representatives, and/or suppliers;

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

38.1.4 any harm, injury or death suffered or sustained by a commuter, where such harm arises from, is connected to or is caused by an act or omission of the Contractor’s employees, agents, representatives, or by an act of any third party where such act occurs near or within the proximity of any employee, agent, representative of the Contractor and such employee, agent, representative could or should have prevented same from occurring.

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

38.2.1 any damage to the Client’s property, whether movable or immovable.

38.2.2 loss, harm, or destruction of property belonging to the Client, whether movable or immovable.

38.2.3 liability in respect of any damage, loss, harm or destruction of property, whether moveable or immovable, belonging to commuters and/or third parties.

38.2.4 liability in respect of death, injury, unlawful/wrongful arrest, malicious prosecution, assault, defamation, unlawful search, illness or disease to commuters, the Client employees and/or third parties.

39. Insolvency

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

40. Confidentiality

40.1 The Contractor expressly undertakes to keep confidential and not to disclose to any person:

40.1.1 the details of this contract, the details of the negotiations leading to this contract, and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in his contract; and

all information relating to the business or the operations and affairs of the parties (together “confidential information”);

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

40.2 The Contractor agrees to keep all information confidential and to disclose it only to those officers, directors, employees, consultants and professional advisors in its employ who:

40.2.1 have a need to know (and then only to the extent that each such person has a need to know);

40.2.2 are aware that the confidential information should be kept confidential.

40.2.3 are aware of the disclosing party’s undertaking in relation to such information in terms of this contract; and

40.2.4 have been directed by the disclosing party to keep the confidential information confidential.

40.3 The undertakings given by parties in relation to the maintenance and non-disclosure of confidential information in terms of this contract, do not extend to information that is required by the provisions of any law, statute or regulation or during any court proceedings and subject to the provisions of this contract, the party required to make the disclosure has taken all responsible steps to oppose or prevent the disclosure of and to limit, as far as reasonably possible, the extent of such disclosure and has consulted Metrorail prior to making such disclosure.

41. Construction Programme

The Contractor shall submit a detailed construction programme and will only be for cyclic work only, Emergency and Adhoc work only if requested by the Technical Officer. The programme shall indicate commencement and completion dates in the form of a bar chart, together with all information relative to the sequence of operations and methods of construction as may be required by the Technical Officer.

GENERAL CONDITIONS OF CONTRACT (E5)

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

1.1 In this Contract, unless inconsistent with the context: -

ADVERSE SUBSURFACE CONDITIONS means any latent condition of an extraordinary nature and/or extent which exists under the site, but which could not reasonably have been foreseen by anyone experienced in the type of work tendered for, and which results in material and/or method of construction being so different from that which was contemplated at the time of conclusion of this Contract as to materially affect the cost of the WORKS and the sufficiency and/or applicability of the rates and/or prices in the Bill.

BILL means any document titled Schedule of Quantities, Bill of Quantities, Schedule of Prices or Schedule of Quantities and Prices, forming part of the documents constituting the Contract, either by incorporation into the Project Specification or as a separate document and by which the amount to be paid to the Contractor for the performance of the Works is ascertained or to be ascertained.

CONSTRUCTION PLANT means any machine, excluding a tool, and any vehicle, excluding a passenger vehicle, used on the site for the carrying out of the WORKS.

DAY shall mean a calendar day. Where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, the days between 16 December and 5 January (both days included) and the day from which the period concerned is stated to commence shall be excluded from the calculation of the number of days concerned.

DRAWINGS means all the drawings referred to in the contract documents, made by the Project Manager and furnished to the Contractor, or submitted by the Contractor and approved in writing by the Project Manager, any revisions of such drawings and any such other drawings as may from time to time be furnished or approved by the Project Manager.

EXECUTIVE OFFICER means the person appointed by PRASA from time to time as the EXECUTIVE OFFICER to act according to the rights, powers held by, and obligations placed upon him in terms of the Contract.

EQUIPMENT means any machine, appliance, apparatus, device or installation of a mechanical, electrical or electronic nature to be incorporated, provided or installed as part of the WORKS or any device used on site for the carrying out of the WORKS.

MATERIAL means any constructional substance or ingredient, which will form a permanent part of the WORKS, and the substances in or that has been removed from, excavations and earthworks.

NOMINATED CONTRACTOR means a Contractor appointed by PRASA in terms of clause

31.1.

NOMINATED SUPPLIER means a person, firm or company nominated by PRASA in terms of clause 32.1 hereof.

NORMAL WORKING HOURS means the hours of work, as determined by a wage regulating measure or statutory enactment for any trade or activity, in respect of which the basic minimum rate of pay is applicable and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the normal hours will be 07h00 to 17h00 Mondays to Fridays, including a daily meal break.

OPEN LINE means a railway line in use for the movement of railway traffic.

PROJECT MANAGER means 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.

PROJECT SPECIFICATION means any document titled Project Specification, Special Conditions of Contract and Specifications, Special Conditions and Specifications, or Special Conditions, forming part of the documents constituting the Contract and which stipulates the special contract provisions and specifications pertaining to the Contract.

SITE means the land and other place, including any river- or seabed, on, under, over, in or through which the WORKS are to be executed or carried out, and any other land or place made available by PRASA in connection with the WORKS.

SITE INSTRUCTION means any instruction, direction, order or clarification, other than a Variation Order, given by the Technical Officer or his duly authorised deputy, by way of the Site Instruction Book.

TECHNICAL OFFICER means 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. TEMPORARY WORKS means any work(s) or installation(s) required for or concerning the construction or installa­tion of the WORKS but not forming part of the permanent WORKS.

TOOL means any instrument, powered or otherwise, which is accepted as a hand tool by the industry concerned and which is normally used in a manual operation.

VARIATION ORDER means a written order given by the competent PRASA authority in terms of clause 14.11 hereof, and also in the form of a written addendum by which new and/or adjusted rates and/or prices are incorporated into the Contract in terms of clause 30.9 hereof.

WORKS means the works to be executed in terms of the Contract.

1.2 Where the context requires, a word importing the singular also includes the plural and vice versa and the male gender likewise includes the female gender.

The clause headings in these general conditions of contract are not deemed to be part thereof and will not be taken into consideration in the interpretation of the Contract.

Any grant by PRASA or the Contractor (the grantor), or by any of the persons authorised to act on their behalf, to the other of any concession, waiver, condonation or allowance shall not, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

The law which is to govern the Contract and in terms of which the Contract is to be interpreted shall be the law of the Republic of South Africa unless otherwise stated in the Project Specification.

1.6 Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 shall be dealt with as follows:

1.6.1 In Tendering.

Value-added tax shall not be included in the tendered rates and prices.

1.6.2 In payment.

Value-added tax shall not be reflected on monthly contract payment certificates but paid separately on the presentation of a tax-invoice by the Contractor.

The value of the work reflected on the tax-invoice must corre­spond with the nett amount indicated on the contract payment certificate.

1.6.3 Changes to the VAT rate will be dealt with in accordance with sections 67 and 67A of the Act.

2. CESSION, ASSIGNMENT AND SUBCONTRACTING

2.1 The Contractor shall not cede or assign the Contract or any part thereof without the prior written approval of the Executive Officer.

2.2 The Contractor shall not enter into any subcontract without the prior written approval of the Project Manager, which approval will not unreasonably be withheld. The subcontractor, in respect of whom approval is so granted and his employees or workmen, shall for all the intentions and purposes of the Contract, be deemed to be workmen of the Contractor, as provided in clause 7 hereof.

2.3 Approval given in terms of clauses 2.1 and 2.2 hereof shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any subcontractor or any of his employees.

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

2.4.1 any transfer of any amount of shares of the Contractor.

2.4.2 any change in the composition of the Contractor.

2.4.3 any change in the ownership of the Contractor; or

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

2.2.5 any change on the BEE component of the Contractor.

3. CONTRACTOR'S GENERAL OBLIGATIONS

3.1 The Contractor's general obligations under the Contract comprise the design (to the extent stipulated in the Contract), construc­tion, manufacture, installation, completion and maintenance of the WORKS and, unless otherwise stipu­lated, the provision at his own expense of all supervision, labour, plant, tools, equipment, material, transport, consumable stores, services, samples and temporary works, and everything, whether of a temporary or permanent nature, required in and for the construction, installation, completion and maintenance of the WORKS.

3.2 Where the Contract expressly provides that part of or the whole of the WORKS shall be designed by the Contractor, he shall, notwith­standing any approval of the Project Manager, be liable for any error or deficiency in such design and in any drawing or document supplied by him in respect thereof, and for any loss or damage arising out of such error or deficiency.

3.3 Save in respect of PRASA's design of the WORKS or specified method of construction and proprietary brand materials, the Contractor shall, and hereby does indemnify PRASA against -

(i) liability for infringement of any patent, design, trade mark, name, or other protected right; and

(ii) any legal costs or disbursements incurred in connection with any of the matters referred to in subparagraph (i) hereof, whenever the liability contemplated in sub-paragraph (i) hereof is due to or arises out of anything done, omitted or undertaken, or the use of any plant, process, machine or material, in terms of or for the purpose of the Contract.

The indemnification shall cover all claims, demands proceedings, damages, costs, charges and expenses in relation thereto and arising therefrom.

4. DRAWINGS

4.1 The drawings will remain in the sole custody of the Technical Officer. Three copies thereof will be furnished to the Contrac­tor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in writing to the Technical Officer of any further drawing or specification that may be required for the execution of the WORKS.

One copy of the drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the site and shall at all reasonable times be available for inspection and use by the Technical Officer and his deputies appointed in terms of clause 13.2 hereof.

4.2 Where the design of the WORKS or part of the WORKS is done by the Contractor, he shall, unless otherwise directed, submit paper prints, in triplicate, of all plans or drawings of such WORKS to the Project Manager whose written approval must be obtained before the work concerned is commenced. Such approval shall be subject to clause 3.2 hereof.

4.3 Scaled dimensions are not to be used, and where no figure dimensions are given on the drawings or in the Bill or any specifications, the Technical Officer is to be requested in writing for an instruction regard­ing the correct dimensions.

4.4 The Contractor shall, in accordance with the Technical Officer's written instructions, maintain a register on site of all drawings and revisions thereof in the chronological order in which they are delivered to him or approved in terms of clause 4.2 hereof.

4.5 The Contractor shall timeously and carefully examine all drawings and shall immediately notify the Technical Officer in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the work.

4.6 The Contractor hereby grants to PRASA a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act, 1978 –

(i) to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the Contractor, other than under the direction or control of PRASA, in connection with the WORKS.

(ii) to make free and unrestricted use thereof for its own pur­poses;

(iii) to provide copies thereof to consultants to be used by them for consultations and consulting services to PRASA.

(iv) to provide other parties with copies thereof where tenders are invited by PRASA.

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

No separate or extra payment shall be made by PRASA in respect of any non-exclusive licence granted in terms hereof.

5. SITE AND SUFFICIENCY OF TENDER

5.1 The Contractor shall be held to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his tender as to the nature of the ground and sub-surface, the underground services, the form and nature of the site, the extent and nature of the WORKS, the quantities and the materials necessary for the completion of the WORKS, the means of access to the site, the accommodation and camping sites he may require, and in general, to have obtained all requisite informa­tion as to the risks, contingencies and other circum­stances including the local climatic conditions and environmental requirements which may influence or affect his tender.

5.2 Disclosure by PRASA of any information in respect of investigations into or exploratory work of whatever nature in regard to the site of the WORKS, either by reference to such investigation or exploratory work or reports thereon, or by inclusion of information in the tender/contract documents, shall not relieve the Contractor of his obligations under clause 5.1 hereof.

5.3.1 The Contractor shall be held to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the Bill. These rates and prices shall be sufficient to cover all his obligations under the contract and everything necessary for the proper completion and maintenance of the WORKS and shall not be conditional upon the correctness of any opinion or interpretation given in any information disclosed or provided by PRASA.

No claim by the Contractor will be considered in respect of any of the rates and prices being insufficient or inapplicable on account of the materials, methods of construction and site and/or subsurface conditions being different from those assumed by him in tender­ing for the Contract, except in the case of adverse subsurface conditions.

5.4 If, during the execution of the WORKS, the Contractor encounters or becomes aware of adverse subsurface conditions which in his opinion give rise to a claim in terms of clause 5.3.2 hereof, he shall notify the Project Manager within 2 days of the occurrence thereof.

The Contractor shall, within 14 days of giving such notification, deliver to the Project Manager full particulars of such claims or intended claims, with copies thereof to be delivered to the Technical Officer, stating: -

(i) the nature and extent of the adverse subsurface conditions encountered;

(ii) what effect they will have on the work and completion time of WORKS;

the extent to which the sufficiency and/or applicability of the rates and prices in the Bill are affected thereby and

(iv) whether or not he intends to lodge a claim in terms of clause 5.3.2 hereof.

(v) Unless or until otherwise instructed by the Project Manager the Contractor shall continue with the execution of the WORKS and carry out such work as may be reasonable in the encountered subsurface conditions.

5.5 The Project Manager, shall, upon receipt of the Contractor's notification and particulars of claims or intended claims, in terms of clause 5.4 hereof, after having examined the site and the subsurface and after having considered the claims and the Technical Officer's comments and recommendations in respect thereof, report the circumstances to the Executive Officer, together with his own comments and recommendations. Thereafter, and subject to a special mandate from the Executive Officer, he may, either.

(i) instruct the Contractor to suspend the further execution of the whole or part of the WORKS pending further investigation and redesign of the whole or part of the WORKS and determination of additional remuneration and additional time for executing the work in the adverse subsurface conditions encountered, all in terms of clauses 14.11, 17.2 and 30 hereof, or

(ii) instruct that the Contractor continues with the whole or part of the WORKS on the basis that the effect of the adverse subsurface conditions will constitute a variation to be dealt with in terms of clauses 14.11, 17.2 and 30 hereof, or

(iii) notify the Contractor that the contract is terminated in terms of clause 38.1.3 hereof.

Any instruction or notification, given in terms hereof shall not in any way affect or diminish the Project Manager's right to reject or deny the Contractor's claims in part or in full, should he disagree with any aspect thereof.

5.6 PRASA will make the site available to the Contractor in accordance with the programme of work submitted and approved in terms of clause l4.6 hereof. The site the Contractor occupies shall be as pointed out or agreed to by the Technical Officer or as shown on the drawings. The Contractor shall make his own arrange­ments for occupation or use of any area outside the designated site.

5.7 The Contractor shall clear the site of the WORKS to enable him to carry out and complete the Contract.

5.8 Should it be necessary to maintain, discontinue, disconnect, remove or relocate any installation or service on, under or above the site, the Contractor, with the prior approval of the Technical Officer and other person or authority concerned, shall cause it to be maintained, discontinued, disconnected, removed or relocated as the case may be in such a manner as may be required either by the owner of a private installation or by the local authority or statutory authority in the case of a public utility installation. The Contractor shall be responsible for sending all requisite notices to any person or authority concerned, and for making arrangements for the maintenance, discontinu­ance, discon­nection, removal or relocation of the said installa­tion or service as the case may be.

The Contractor shall be responsible for the payment of any fee or charge that may become payable to any person, local authority or statutory authority concerned in connection with any of the above-mentioned matters or arrange­ments. PRASA will reimburse the Contractor for these payments unless otherwise stipulated in the contract documents. Any alteration required to an installation controlled by PRASA or Telkom S.A. Limited will be arranged by PRASA at no cost to the Contractor. Where the existence or location of a service or installation was unknown or unforeseeable, the Technical Officer may order the removal or relocation thereof by the Contractor as a variation to be dealt with in terms of clauses 14.11 and 30, or on day works in terms of clause 16 hereof.

5.9 All fossils, coins, articles of value or antiquity and struc­tures or other remains or things of archaeological interest discovered on the site shall, as between PRASA and the Contractor, be deemed to be the absolute property of PRASA.

The Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, inform the Technical Officer of such discovery and carry out the Technical Officer's orders as to the disposal thereof where necessary, at the expense of PRASA as a variation order in terms of clauses 14.11 and 30, or on a day works basis in terms of clause 16 hereof.

The Contractor shall not advertise or trade on PRASA prop­erty unless the written authority of the Project Manager has first been obtained. All information to be displayed on notice and advertising boards on the site regarding the nature of business to be conducted by the Contractor shall be submitted for approval before the boards are erected or trading is commenced.

6. ACCESS, RIGHTS-OF-WAY AND CAMPSITES

6.1Where entry onto PRASA's property is restricted, permission to enter will be given only for the purpose of carrying out the WORKS and will be subject to the terms and conditions lay down by PRASA.

6.2 The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-way over private property to the site of the WORKS, and for access within the boundaries of PRASA's property. The owners of private property to be traversed shall be approached and treated with tact and courtesy by the Contractor, who shall, if necessary, obtain a letter of introduction to such property owners from the Technical Officer.

The Contractor shall be responsible for the closing of all gates on roads and tracks used by him or his employees. Except with the prior appro­val of the Technical Officer and the owner or occupier of any private land to be traversed, the Contractor shall not cut, lower, damage, remove or otherwise interfere with any fence or gate which is either on PRASA's property or on private property and which restricts access to the WORKS. Where such approval has been given, the Contractor shall prevent entry of animals or unauthorized persons onto PRASA's or private property and shall make the fences safe against trespass at the close of each day's work.

6.3 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimize damage to property, crops and natural vegetation.

6.4 When access is no longer required, and before completion of the WORKS, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the WORKS to the satisfaction of the Technical Officer and shall furnish the Technical Officer with a certificate signed by the owner and occupier of land over which he has gained access to a campsite, workplace and the WORKS, certifying that the owner and occupier have no claim against the Contractor or PRASA arising from the Contractor's use of the land. Should the Contractor be unable to obtain the required certificate, he shall report the circumstances to the Technical Officer.

6.5 Security fences erected in the vicinity of commuter stations shall not be cut or interfered with in any way without the express approval of PRASA

7. WORKMEN

7.1 All persons employed by the Contractor to carry out the Contract shall be competent, responsible and of good character.

7.2 If, in the opinion of the Technical Officer, any person employed by the Contractor is inefficient, negligent, disrespectful or objectionable, the Technical Officer may, after consultation with the Contractor, instruct that such person be removed from the WORKS.

7.3 During the currency of the Contract, the Contractor shall not approach any employee of PRASA with a view to offering him employment in any capacity whatsoever.

7.4 The Contractor shall, upon request, provide the Technical Officer with a weekly statement of the number of persons employed on the WORKS each day by the Contractor and any subcontractor, the capacity in which employed and the total number of hours worked in that week for each grade of staff separately. The statement shall be supported by documentary evidence when so required by the Technical Officer.

8. HOUSING OF EMPLOYEES

8.1 The Contractor shall make his own arrangements for the housing of his employees.

8.2 Where the Contractor accommodates his employees in an area under the jurisdiction of a local authority, he shall observe all the requirements of the controlling authority.

8.3 Fouling of the area inside or outside PRASA's boundaries must be prevented. The Contractor may be called upon by the Technical Officer to dispose of any foul or waste matter.

9. HOURS OF WORK

9.1 The Contractor shall confine his work to normal working hours except when work outside these hours is: -

- specifically provided for in the Contract, or

- permitted by the Technical Officer at the Contractor's request, or

- ordered by the Technical Officer, or

- normally carried out in multiple shifts.

9.2 When the Contractor proposes to work outside normal working hours, he shall apply to the Technical Officer at least seven days before he proposes to introduce such working. Permission will not be withheld unreasonably and will be subject to such conditions as the Technical Officer may impose to protect PRASA's interests. Such permission may be withdrawn at any time. The Contractor shall not be entitled to any claim for additional payment arising from either the refusal to permit such working or the granting of such permission or withdrawal of permission.

9.3 Where the Contractor is ordered to work outside normal working hours, and where no specific provision exists in the Contract for such work, the work shall be carried out in terms of clause 16.1 hereof.

10. COMPLIANCE WITH STATUTES AND SAFETY RULES

10.1 The Contractor shall comply with all applicable legislation and PRASA safety requirements. The costs of such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices in the Contract.

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

(i) The Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993); The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

The Occupational Health and Safety Act (Act 85 of 1993); The Contractor is in terms of section 37(2) of the Occupational Health and Safety Act 85 of 1993, d­eemed to be an employer in his own right with duties as prescribed in the Act, and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the Contract. The agreements in this Contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

The Explosives Act (Act. 15 of 2003) as amended; The Contractor shall when applicable, furnish the Project Manager with copies of the permits authorising him or his employee, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

(iv) The Labour Relations Act, 1995 (Act No. 66 of 1995);

(v) The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);

(vi) The Employment Equity Act, 1998 (Act No. 55 of 1998);

(vii) Value-added Tax Act, 1991 (Act. No. 89 of 1991);

(viii) Income Tax Act, 1962 (Act No. 58 of 1962);

(ix) National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002); and

(x) Provincial Ordinances and Local Authority By‑laws, and all relevant Regulations framed there under having an effect on his business or the operator provided in terms of this agreement.

10.3 The Contractor shall comply with the current PRASA Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the Technical Officer,

- documentary proof of his procedural compliance with the Act and

- particulars of the Health and Safety Programme to be implemented on the site in accordance with the Specification E.4E.

The Contractor's Health and Safety Programme will be subject to agreement by the Technical Officer, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.

10.4 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment - E7/1, if applicable, and shall take particular care of the safety of his employees working on or in close proximity to a railway line during track occupations as well as under normal oper­ational conditions. He shall also comply with all other safety requirements, regulations and guidelines of PRASA appli­cable to the nature of WORKS carried out under the Contract, and as instructed by the Technical Officer from time to time.

10.5 In addition to compliance with clause 10.2 hereof, the Contrac­tor shall report all incidents contemplated by Section 24 of Act. 85 of 1993 to the Techni­cal Officer. Any incident resulting in the death of or injury to any person on the WORKS shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

CONSTRUCTION PLANT, EQUIPMENT AND MATERIAL

11.1 The Contractor shall supply and use suitable and sufficient construction plant, tools, equipment and material as may be required to carry out the WORKS efficiently. Only the construction plant, tools, equipment and material which are required for this purpose shall be brought onto the site and shall be stored, stacked or erected in such a way as not to interfere with other work or traffic. The Contractor shall furnish statements showing details of construction plant, tools, equipment and material employed or used on the WORKS on a day to day basis indicating types, numbers, quantities, hours worked, idle time, etc. all as stipulated in the Project Specification or as directed by the Technical Officer.

11.2 PRASA will not be responsible for any loss of or damage to any such plant, tools, and equipment or material, excepting loss or damage of which the proximate cause is the negligence of PRASA or its employees.

11.3 No construction plant, tools or equipment brought onto the site shall be removed from the site without the written consent of the Technical Officer, which consent will not be withheld unreason­ably.

11.4 PRASA shall, in the case of material breach of the Contract by the Contractor and cancellation thereof by PRASA in terms of Clause 37, have a lien over all the Contractor's site establishment and temporary buildings, construction plant, tools, equipment and material brought onto site by the Contractor or on his behalf.

11.5 The Contractor shall take all reasonable care to prevent loss of or damage to any material supplied by PRASA and shall use the material in the most economical way. Materials supplied by PRASA shall at all times be and remain the property of PRASA. Material lost or damaged through negligence on the part of the Contractor or his employees shall be made good by the Contractor, or the value thereof will be deducted from money falling due to him.

Receipts for all material supplied by PRASA shall be provided by the Contractor at the time of delivery thereof.

Material supplied by PRASA, which has become surplus to requirements, shall be handed back to PRASA and receipts obtained therefore.

When trucks consigned to PRASA or the Contractor are to be off-loaded by the Contractor, the Technical Officer will give the Contractor at least 24 hours notice of the place and expected date and time of placing of trucks for off-loading.

The Contractor shall off-load the trucks as expeditiously as possible, but if he fails to off-load any truck within 24 hours of it being placed for off-loading, he shall be liable to pay the penalties specified in the Project Specification for all the time between the expiry of the 24 hour period allowed and the time the truck is finally off-loaded.

As soon as he has off-loaded any truck, the Contractor shall advise the nearest trains operations centre and the Technical Officer giving the date, time and the number of the truck off-loaded.

The same conditions and penalties will apply to empty trucks into which the Contractor is to load released material or material supplied by PRASA surplus to requirements.

11.9 PRASA will not provide any rolling stock, plant or equipment for use on the contract works, save where such provision is expressly agreed to in terms of a special provision of the Contract, in which case the provision of such rolling stock, plant and equipment and the use thereof shall be subject to the following terms and conditions.

(i) Specialised items of rolling stock essential to the WORKS, together with the necessary locomotive will be provided at the cost of PRASA.

(ii) The use of such rolling stock shall be limited to the periods and sections of track indicated by PRASA.

(iii) The Contractor shall pay PRASA a penalty for the use of the specified rolling stock for any period in excess of that determined in terms of paragraph (ii) hereof. The penalty shall be a fixed hourly charge based on the estimated all-inclusive hourly cost.

(iv) The Contractor shall not use the rolling stock for purposes other than for those expressly stipulated in the Project Specification without permission of the Technical Officer.

Should the Contractor wish to hire from PRASA rolling stock other than that envisaged herein with or without a locomo­tive, or any other plant and equipment, for the purpose of the fulfilment of the Contractor's obligations under the Contract, a request from the Contractor to such effect will not be unreasonably refused by PRASA, provided that the parties are able to reach agreement as to the terms and condi­tions of such hire.

12. TRANSPORT

12.1 PRASA shall have the right of first refusal to contract for the provision of its rail, road, air and harbour services for the transport of material, plant, equipment and personnel required for the purposes of the Contract, both nationally and interna­tionally, when applicable.

The use by the Contractor of such services shall be subject to the tariffs and conditions of contract applicable to the use of such services.

13. SUPERVISION

13.1 The Technical Officer will provide overall technical superin­tendence of the WORKS, and may direct the Contractor in terms of the provisions of the Contract or in respect of any measures which the Technical Officer may require for the operations of PRASA, the safety of trains, property and workmen of PRASA, and for the safety of other property and persons. The Contractor shall carry out the directions of the Technical Officer. The superintendence exercised by the Technical Officer, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by PRASA or by the Technical Officer of the legal and other responsibilities of the Contractor in carrying out the WORKS.

13.2 The Technical Officer may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in writing of such delegation, the Contrac­tor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Technical Officer.

13.3 The Contractor shall exercise supervision over the WORKS at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible and have adequate experience in carrying out work of a similar nature to the WORKS, and shall exercise personal supervision on behalf of the Contractor. The Technical Officer shall be notified in writing of such appoint­ment which will be subject to his approval.

13.4 The Contractor or his duly authorised agent shall be available on the site at all times while the WORKS are in progress to receive the orders and directions of the Technical Officer.

14. EXECUTION OF WORK

14.1 The Contractor shall, before commencing work, ascertain from the Technical Officer whether overhead or underground electrical conductors are affected by the WORKS, and he shall ensure that any precautionary measures required by the Technical Officer are strictly observed.

14.2 The Contractor shall be responsible for the detailed siting of his temporary buildings and stocks of material. Where such siting is on PRASA property, the Contractor shall occupy only the sites indicated to him by the Technical Officer.

14.3 The Technical Officer will supply the basic lines and levels for the WORKS. These shall be maintained and protected by the Contractor, who shall arrange for their replacement at his own cost if dis­turbed. The Contractor shall set out the WORKS from such lines and levels. The Contractor shall check the basic lines and levels supplied by the Technical Officer and, if any errors are found, shall notify the Technical Officer of such errors. He shall not do any further setting out or carry out any of the WORKS until these errors have been corrected.

Should the Technical Officer assist the Contractor at any time by setting out any portion of the WORKS, this will be at the entire risk and responsibility of the Contractor. Such setting out of the WORKS shall not relieve the Contrac­tor of his responsibility for the correct setting out of the WORKS or provide any basis for a claim by the Contractor against PRASA. Any error by the Contractor in the setting out of the WORKS, at whatever time it may be discovered, shall forthwith be rectified by the Contractor at his own expense.

14.4 All instructions to the Contractor will 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 A4 size triplicate carbon copy books. In one book, site instructions will be recorded. The other book shall by used by the Contrac­tor as a diary for recording day by day the state of the weather, the work done each day 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, when it shall be handed over to the Technical Officer.

14.5 Except as provided for in clause 40 hereof, the Contractor shall not communicate with the Project Manager or the Executive Officer except through the Technical Officer.

A programme of work showing the order thereof shall be submitted for approval as follows:

14.6.1 The Contractor shall, within 3 weeks of the date of acceptance of his tender, submit a programme of work in the form of a bar chart or other means acceptable to the Technical Officer, showing, inter alia, the duration, expected delivery dates of materials, plant and equipment, and the starting and completion dates of each major activity in the Contract. Where the activity is ongoing and not of a one-off nature the proposed weekly production rate shall be indicated.

14.6.2 A cash flow diagram showing the estimated monthly value of work based on the programme shall be submitted with the programme.

14.6.3 The programme will be subject to approval by the Technical Officer, but such approval will not relieve the Contractor of his obligations to undertake the work in an order and manner to ensure proper completion by the date/s specified in the Contract.

14.6.4 The Contractor shall, on an ongoing basis during the course of the Contract, monitor his progress against the programme which shall be reviewed and updated when necess­ary with the consent or at the direction of the Technical Officer. Details of such progress control shall be provided to the Technical Officer. Except where the provisions of clauses 17.1 to 17.7 and 28 hereof apply, a revision of the programme will not relieve the Contrac­tor of his obligation to complete the WORKS by the specified date/s.

Neither the submission by the Contractor nor the approval by the Technical Officer of a revised programme shall imply either that the Contractor is in any way relieved of his obligations in terms of the Contract, or that he is entitled to any extensions of time or compensation.

14.7 Should the Technical Officer, at any time, be of the opinion that the rate of progress of the WORKS or any part thereof is too slow to achieve the completion of the WORKS or any part thereof by the stipulated date or such extended date of comple­tion as may have been determined in terms of clauses 17.1 to 17.7 and 28 hereof, and that such lack of progress will have a serious adverse effect on any of PRASA's interests or activities, he may notify the Contrac­tor in writing, but the Contractor shall not be relieved of his obliga­tions if such notice is not given.

The Contractor shall thereupon take steps to expedite progress to complete the WORKS or any part thereof by the stipulated date or extended date of completion. The Contractor shall advise the Technical Officer in writing immediately it becomes apparent to him that there will be a delay in the execution of the WORKS.

14.8 The Contractor and his employees shall give, without addi­tional remuneration, safe and proper facilities as and when required to authorised officers of PRASA to enable them to inspect the WORKS or to perform any other duties or functions connected with the WORKS. The Contractor shall allow the Technical Officer access to workshops or other places where work is being prepared for the Contract, for the purpose of inspecting such work.

14.9 Specialist advisors may be appointed by PRASA in connec­tion with matters relating to specialist portions of the WORKS or special work which may be required to be executed on the WORKS. Such specialist advisors will be referred to in the Project Specifica­tion by appropriate designa­tions describing the nature of their functions.

Any instruc­tion of such specialist advisor which involves a variation to or departure from the Contract, will be given in writing to the Contractor through the Techni­cal Officer provided, however, that should an emergency arise during the execution of the WORKS, the advisor concerned will have authority to give instruc­tions direct to the Contrac­tor on behalf of PRASA for taking such steps as he may deem necess­ary to deal with such emergency.

The Contractor shall carry out these instructions which will be confirmed in writing by the Technical Officer within 7 days after the date that they were given. In the absence of receipt of such confirmation, the Contractor shall notify the Technical Officer, in writing, within the following 7 days that he has received such instruc­tions from the specialist concerned.

14.10 The Project Manager may, at any time, execute or cause to be executed by persons other than the Contractor, any portion of the WORKS if he considers it necessary to carry out such portion of the WORKS to accelerate the programme for completion of the WORKS or in the interest of safety or to suit the requirements of PRASA. The portion of the WORKS executed by the Project Manager or by persons other than the Contractor shall be treated as an omission and the provisions of clauses 14.11, 30.1 and 30.2 hereof shall apply.

14.11 The Project Manager and, by his authority, the Technical Officer may order alterations, extras, additions to or omissions from the WORKS.

14.11.1Such orders shall include, but not be limited to, any variation of the form, quality, quantity or execu­tion of the WORKS or any part thereof that may in the Project Manager's discretion be necessary for the purposes of PRASA and/or for dealing with changed circum­stances and conditions such as those provided for under clauses 5.3.1 to 5.5 hereof. These orders may, inter alia, result in: -

(i) an increase or decrease in the quantity of any work,

(ii) an omission of any work,

(iii) a change in the design, character, quality or kind of any work,

(iv) a change in the levels, lines, position and dimensions of any part of the WORKS,

(v) the execution of additional work of any kind necessary for comple­tion of the WORKS,

(vi) a change in any specified or approved sequence or timing of construc­tion of any part of the WORKS,

(vii) a suspension of the execution and/or construction of the whole or part of the WORKS or

(viii) a change in the method of construction and/or execution of the WORKS.

14.11.2 The Contractor shall carry out or give effect to the orders of the Project Manager or Technical Officer in accordance with the drawings and specifications that may from time to time be issued in conjunction with such orders. The Contractor shall obtain written confirmation of all verbal orders given to him.

14.11.3 The Contractor shall not make any variation and shall not substitute new items of material and/or equipment without an instruction from the Project Manager or Techni­cal Officer. He shall submit fully detailed and motivated proposals of any intended variation or substitution to the Technical Officer for his approval.

14.11.4 Where the quantity of work increases or decreases as a result of an instruction given in terms of this clause or as a result of the measured quantities exceeding or being less than those stated in the Bill, and where the amount to be paid to the Contractor is ascertained from the quantities of work carried out at schedule rates, a variation order is not required except where,

- due to the final measured quantity differing from the estimated quantity by more than 20%, or

- due to adverse subsurface conditions or different conditions the rate(s) and/or price(s) being insufficient or inapplicable,

- adjusted/new rates are to be determined in terms of clauses 30.2, 30.3 and 30.5, a variation order will be issued in terms of clause 30.9.

14.11.5 When the amount to be paid to the Contractor for the performance of the WORKS is a lumpsum and a Bill do not form part of the Contract, variation orders will be issued in respect of all instructions given in terms of clause 14.11.1 and which affect the amount to be paid to the Contractor.

14.13 The Contractor shall carry out the WORKS in a proper and workmanlike manner with the materials and to the quality standards described in the Bill and/or the Project Specification and shall complete the work to the satisfac­tion of the Technical Officer.

The Contractor shall, when required to do so in terms of a special provision of the Contract or by an order of the Project Manager, attend upon nominated suppliers, nominated and other contractors and PRASA workers perform­ing work that are part of or contiguous to the WORKS. He shall, when requested, assist with their requirements for the effective performance of such works and shall afford such facilities, as may be available in his own site establishment, for the execution of such work.

Except where provision is made in the Bill for payment for attendance upon a Nominated Contractor in terms of clause 31.4, the Contractor will, be reimbursed for direct expenses incurred by him in complying with the provisions of clause 14.13. Any dispute arising between the Contractor and PRASA workmen or other contractors in connection with such associated or contiguous work, will be settled by the Project Manager who will convey his decision to the Contractor and other parties concerned.

The Contractor shall co-ordinate the execution of the WORKS and ensure that close collaboration is achieved between all workmen and subcontractors under his supervision and control and nominated suppliers, nominated and other contrac­tors and PRASA workers performing contiguous work or part of the WORKS.

14.14 No work, including excavations and foundations, shall be covered up or put out of view without the approval of the Technical Officer. The Contractor shall give due notice to the Technical Officer whenever any such work is ready or about to be ready for examination, and the Technical Officer will, without unreasonable delay, examine such work, unless he considers it unnecessary and advises the Contractor accordingly.

14.15 The Contractor shall uncover any part of the WORKS or make any opening in or through the WORKS as the Technical Officer may direct and shall reinstate or make good such work to the satisfaction of the Technical Officer. If any part of the WORKS has been covered up or put out of view after compliance with the requirements of clause 14.16 hereof and, after such uncover­ing, is found to be executed in accordance with the Contract, the direct expenses of uncovering, making any opening in or through the WORKS and the reinstating and making good thereof will be borne by PRASA, but in any other case all such expenses shall be borne by the Contractor or will be recovered from the Contractor.

15. SAMPLING AND TESTING OF MATERIAL AND INSTALLATIONS

15.1 The Contractor shall furnish such samples or prototypes of materials or equipment as may be called for by the Technical Officer who may, in his discretion, require the Contractor to subject any such samples or prototypes to appropriate tests.

When required by the Technical Officer, the Contractor shall afford every facility for the inspection and testing of such materials or equipment and shall supply all material, instru­ments, assistance and facilities that may be required for the purpose of such inspection or tests.

15.2 Only materials and equipment, which comply in all respects with the approved samples and prototypes, shall be brought on to the site or used on the WORKS. Material and equipment, which do not comply in all respects with the approved samples and prototypes, may be rejected by the Technical Officer. The Contrac­tor, at his own cost, shall remove and replace any rejected material or equipment together with that portion of the WORKS affected by it.

15.3 The Contractor shall arrange to carry out such further tests on completed works and equipment installed as ordered by the Technical Officer.

15.4 The direct cost of any sampling and testing ordered that is different from and/or additional to testing and sampling stipulated in the Project Specifi­cation, shall be reimbursed to the Contractor save in the event that the materials and workmanship tested do not comply with the Contract or where previous testing and sampling done by the Contractor did not comply with specified procedures or methods.

15.5 The approval by the Technical Officer of any materials or equipment shall not relieve the Contractor of his obligation to comply fully with the contract specifica­tions for the complete WORKS.

16. DAYWORK

16.1 The Technical Officer may order that any additional or substituted work or work ordered in terms of clauses 9.1 (iii) and 9.3, be executed on a day works basis. For work so ordered and executed, the Contractor shall be paid in accord­ance with the day works schedules and at the rates and prices quoted by him in the Bill or, in the absence of provision in the daywork schedules for any particular item, the Contractor shall be paid-

(i) the gross actual wages and benefits paid by him to and/or on behalf of the workmen for the period they were engaged on the addi­tional or substituted work plus 30 percent, and

(ii) the direct cost at the site of material supplied by the Contractor and actually used in the additional or substituted work plus 12 percent.

These payments will be held to fully recompense the Contractor for all costs for the use of tools and equipment and financial charges of any description incurred by him and his subcontractors, and will include all overhead costs and profits.

The use of construction plant will be charged out separately on a plant hire basis at the rates quoted in the Bill or, where no such rates exist, at rates agreed upon between the Project Manager and the Contractor. Rates for the hire of plant shall be deemed to cover all costs for the supply, operation, mainte­nance and repair of the plant.

16.2 The Contractor shall submit to the Technical Officer by Tuesday of each week, a detailed statement in triplicate, covering the work done on a daywork basis during the preced­ing week up to midnight on Saturday.

This statement shall show the actual time worked, the rates of pay, the actual amounts earned by the workmen and the material and plant used on the WORKS. It shall be countersigned by the Technical Officer and shall be the sole source of information used to calculate payments due for such work.

17. ADDITIONAL TIME

17.1 When the Contractor considers that for any reason stipulated in clause 17.2 hereof he is entitled to addi­tional time to complete the WORKS or portions of the WORKS, he shall submit an application in writing to the Technical Officer, setting out in detail the reasons for the application and stating the specific addi­tional time required.

17.2 Applications for additional time will only be considered in respect of‑

(i) alterations, extras, or additions to the WORKS ordered by the Project Manager or the Technical Officer in terms of clause 14.11 hereof.

(ii) an increase in the quantities shown in the Bill;

(iii) delays caused by encountering adverse subsurface conditions in terms of clause 5.3.2 hereof.

(iv) delays where the Contractor can prove to the reasonable satisfaction of the Project Manager that ‑

the circumstance that caused the delay was unforeseeable at the time of tendering,

and

that the Contractor had taken steps and/or dis­played reasonable care and diligence in attempting to avoid or minimize the delay and consequences thereof,

or

the circumstance, if foreseeable, was such that it was beyond the Contractor's control,

and

that he could not have been reasonably expected to have taken it into account in undertaking his obligations under the contract.

The extent of any additional time granted shall be commensurate with the delay attributable to such circum­stance. (Delays attributable to PRASA, the Project Manager or Technical Officer are to be dealt with in terms of clause 28 hereof.)

17.3 No additional time will be granted unless the application is made in writing within 28 days after ‑

(i) receipt of the order from the Project Manager or Techni­cal Officer for alterations, extras or addi­tions to the WORKS; or

(ii) receipt of the Project Manager's payment certificate in which quantities are increased beyond those shown in the Bill; or

(iii) the commence­ment of a delay qua­lifying in terms of clauses 17.2 (iii) and 17.2 (iv) hereof.

17.4 The application shall be for a specific additional time except in those cases where, in the opinion of the Project Manager, circumstances are such that a specific time cannot yet be deter­mined, when written notice of intention to claim will be accepted as meeting the requirements of clause 17.3 hereof. In such cases, the Contractor shall submit the request for a definite period of time within the period stipulated by the Project Manager.

17.5 The entries in the site diary shall be deemed to be a comprehensive record of any and all facts/circumstances to be relied upon by the Contractor in respect of any application for additional time and/or compensation. Without detracting from the foregoing the Project Manager may, in his sole discretion, require the Contractor to supply and/or record any further information.

17.6 The Project Manager will advise the Contractor in writing what additional time, if any will be allowed. This additional time will not necessarily apply to the whole of the WORKS, but may in specific cases apply to only particular portions of the WORKS.

17.7 Compensation for increased costs related to additional time granted in terms hereof, will be payable only in respect of delays caused by circumstances and events stipulated in clauses 17.2 (i), (ii) and (iii) hereof and shall be determined as follows: -

(i) Additional time-related preliminary and general allowances as are appropriate and applicable having regard to other compensation which may have been determined in respect of the circumstances con­cerned, but not exceeding the amounts payable in terms of the rates and prices in the Bill for such time-related preliminary and general costs.

36 Additional time-related expenses as are included in the determination of additional compensation in terms of clauses 30.1 to 30.6 hereof, where applicable and justifi­able.

CARE OF THE WORKS AND REPAIRS

From commencement to completion of the WORKS, the Contrac­tor shall take full responsibility for the care thereof and of all, materials and temporary works.

In the event of the WORKS or any part thereof or any material or temporary works being destroyed or damaged through any cause, except through any of the excepted risks as defined in clause 18.3 hereof, the Contractor shall, at his own cost and subject to the provisions of clause 39, repair and make good such damage so that, on completion, the WORKS shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

In the event of destruction or damage occurring through any of the excepted risks, the Contractor shall repair and make good the damage to the extent ordered by the Project Manager or Technical Officer in terms of clause 14.11 and/or 16 hereof at the cost of PRASA. Compensation will be determined in terms of clauses 30.1 to 30.6 or 16.1 hereof.

The "excepted risks" are –

(i) any perils insurable through the South African Special Risks Insurance Association (SASRIA), such as riot, strike or public disorder or any act or activity which is calculated or directed to bring about such perils, but excluding any such perils as strike, public disorder, act or activity which is committed, caused or instigated by the Contractor, his employees and/or any subcontrac­tors.

(ii) war hostilities including mutiny or military uprising or usurped power, insurrection, rebellion or revolution/or proclamation of martial law (whether war be declared or not);

(iii) any event which, after the closing date of tenders, is defined as a risk in terms of insurance offered by SASRIA.

(iv) any event for which a fund has been established in terms of the War Damage Insurance and Compensation Act, No 85 of 1976 as amended.

(v) a cause due solely to use or occupation by PRASA of any portion of the WORKS.

(vi) a cause due solely to the design of the WORKS when the Contrac­tor did not provide the design.

The Contractor shall be responsible for damage caused by him during the period of defects liability and maintenance in terms of clause 27 hereof.

18. SURVEY BEACONS AND PEGS

18.1 The Contractor shall not on any account move or damage any beacon, benchmark, reference mark, signal or trigonome­trical station in the execution of the WORKS without the written approval of the Technical Officer.

Should the Contractor be responsible for any such occurrence, he shall report the circumstances to the Technical Officer who will arrange with the Director-General of Surveys for replacement of the beacon or mark at the cost of the Contractor.

18.2 The Contractor shall not move or damage any cadastral or mining beacon without the written approval of the Technical Officer and before it has been referenced by a registered land surveyor. Any old boundary beacon, which becomes an internal beacon on creation of new boundaries, shall not be moved without the written approval of the Technical Officer.

Should the Contractor move or damage any cadastral or mining beacon without authority, he shall be responsible for having it replaced, at his cost, by a land surveyor.

18.3 The Contractor shall preserve all pegs and benchmarks. Such survey points shall not be removed without the written approval of the Technical Officer. Should any peg or benchmark be removed without authority, the Technical Officer will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or benchmark. Each peg replaced shall be checked by the Contractor.

18.4 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0,6 m of any beacon without the prior written approval of the Technical Officer.

19. TAKING OVER PORTIONS OF THE WORKS

19.1 Before completion of the whole contract, PRASA may take over any completed portion of the WORKS. The terms and condi­tions under which such completed portion will be taken over shall be as specified in the Contract and where no such terms and conditions are specified, the Project Manager will, after consultation with the Contractor, advise him in writing of the terms and conditions of such take-over. This will not relieve the Contractor of his obligation to complete the WORKS by the stipulated date or such extended date of completion as may have been agreed upon in terms of clauses 17.1 to 17.7 and 28 hereof.

19.2 If PRASA's interests are adversely affected by the failure of the Contractor to adhere to the approved programme of work, PRASA reserves the right to take over, occupy or use any uncompleted portion of the WORKS. The Contractor will be advised in writing by the Project Manager of the terms and conditions of such take-over, occupation or use, but this will not relieve the Contractor of his obligation to complete the WORKS by the stipulated date or such extended date of comple­tion as may have been determined in terms of clauses 17.1 to 17.7 and 28 hereof.

20. COMPLETION OF THE WORKS

20.1 The whole of the WORKS, including all alterations, extras, additions and omissions, shall be completed and delivered to PRASA by the stipulated date or such extended date of completion as may have been determined in terms of clauses 17.1 to 17.7 and/or clause 28 hereof.

20.2 When the WORKS or portions thereof have been completed to the satisfaction of the Technical Officer and left in a clean, neat and tidy condition, the Technical Officer will give the Contractor a CERTIFICATE OF COMPLETION confirming that the WORKS or portions thereof have been completed and stating the date on which the defects liability and maintenance period referred to in clauses 27.5 and 27.6 hereof is to commence. Separate CERTIFICATES OF COMPLE­TION will be given for completed portions of the WORKS in cases where completion of such portions is specified in the Contract as being required before the completion of the entire WORKS, or for completed portions of the WORKS taken over by PRASA in terms of clause 20.1 hereof.

Until the Technical Officer, issues a CERTIFICATE OF COMPLETION, the WORKS or specified portions thereof shall not be deemed to have been completed.

20.3 On receipt of a CERTIFICATE OF COMPLETION for the entire WORKS or the finally completed portion thereof the Contractor shall, unless otherwise ordered by the Technical Officer, remove from the site all construction plant, material and temporary works not required for making good of defects in the WORKS or portions thereof covered by such CERTIFICATE, other than material which is the property of PRASA.

20.4 After expiry of the defects liability and maintenance period(s), and when all making good under clauses 27.5 and 27.6 hereof has been completed, the Contractor shall remove all the remain­ing construction plant and material from the site, other than material which is the property of PRASA, and leave the site in a clean, neat and tidy condition.

21. TEMPORARY LEVEL CROSSINGS

21.1 The Technical Officer may, on request of the Contractor, and if necessary for the purpose of execution of the WORKS, permit the construction of a temporary level crossing over a railway a line at a position approved by the Technical Officer and at the Contractor's cost. The period for which the temporary level crossing is permitted will be at the discre­tion of the Technical Officer.

21.2 PRASA will, at its own cost, provide protection and supervise the construction of the road over the track(s) and for a distance of 3 metres beyond the outermost rails, as well as the erection of all

road signs and height gauges.

The Contractor shall exercise extreme caution in carrying out this work, especially in respect of damage to tracks, services, overhead power and communications routes and contact with "live" overhead electrical equipment.

All PRASA electrical, telecom­munications and signal services deviations or alter­ations to accommodate the level crossing will be done by PRASA at its own cost. All other work required by the Technical Officer to establish the temporary level crossing, including protection, deviation or support of other services and drainage, shall be carried out by the Contractor at his own cost.

21.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of PRASA and to such other persons as the Technical Officer may permit and of whose identity the Contractor will be advised. If so ordered by the Technical Officer, the Contractor shall provide persons to control road traffic using the tempor­ary level crossing. Such persons shall stop all road traffic when any approach­ing train is within seven hundred and fifty metres of the tempor­ary level crossing and shall not allow road traffic to proceed over it until the lines are clear.

The Contractor shall maintain the temporary level crossing in good condition for the period it is in use. Maintenance of the portion of the temporary level crossing over the tracks and three metres beyond the outermost rail shall be done under the supervision and protection of PRASA, and at the cost of the Contractor.

21.4 When the temporary level crossing is no longer required by the Contractor, or permitted by PRASA, the Contractor shall remove it and restore the site to its original condition. Work over the tracks and up to three metres beyond the outermost tracks will be supervised by PRASA.

Such supervision and restoration of PRASA electrical, telecom­munication and signaling services to their original position will be undertaken by PRASA at its own cost. The Contractor at his own cost shall restore other services.

22. BLASTING AND USE OF EXPLOSIVES

22.1 No blasting shall be carried out except with the prior written permission of the Technical Officer and under such conditions as he may impose.

22.2 The Contractor shall arrange for the supply, trans­port storage and use of explosives.

22.3 The Contractor shall have labour, tools and plant, to the satisfaction of the Technical Officer, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervi­sion of a duly authorised representative of PRASA.

22.4 The Contractor shall notify the Technical Officer of his intention to blast at least 14 days before the commencement of any blasting operations.

22.5 Before any blasting is undertaken, the Contractor and the Technical Officer shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Insur­ance Policy in terms of clause 39 hereof, make good any deteriora­­tion of such buildings, houses, or structures, which, in the opinion of the Technical Officer, was directly caused by the blasting.

22.6 When blasting within 500m of a railway line, the Contractor shall observe the requirements stipulated in PRASA's current specification E7/1 for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment.

22.7 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties, have been settled.

23. PROTECTION OF PERSONS AND PROPERTY

23.1 The Contractor shall provide and maintain all lights, guards, barriers, fencing and watchmen when and where necessary or as required by the Technical Officer or by any statutory author­ity, for the protection of the WORKS and for the safety and conveni­ence of the public.

Red, yellow, green or blue lights, and red, yellow, green or white flags shall not be used by the Contractor in such a position that they can be mistaken for railway signals. The Contractor shall obtain the permission of the Port Captain before installing any light within the precincts of a port.

23.2 The Contractor shall take all the requisite measures and precautions during the course of the WORKS to ‑

(i) protect the public and property of the public,

(ii) protect the property and workmen of both PRASA and the Contractor,

(iii) avoid damage to and prevent trespass on adjoining properties, and

(iv) ensure compliance with any instruction issued by the Techni­cal Officer or other authorised person, and with any stipulation embodied in the contract documents which affects the safety of any person or thing.

23.3 PRASA will provide, at its own cost, protection for the safe working of trains during such operations as the Technical Officer may consider necessary. Protection by PRASA for any purpose whatsoever, does not absolve the Contractor of his responsibilities in terms of the Contract.

23.4 The Contractor shall take all precautions and appoint guards, watchmen and compound managers for prevention of disorder among and misconduct by the persons employed on the WORKS and by any other persons, whether employees or not, on the site of the WORKS and for the preservation of the peace and protection of persons and property in the neighborhood of the WORKS. Any relocation of camps because of disorder shall be at the Contractor's expense.

23.5 All operations necessary for the execution of the WORKS, including the provision of any temporary works and camping sites, shall be carried out so as not to cause veld fires, ground and environmental pollution, soil erosion or restric­tion of or interference with streams, furrows, drains and water supplies.

If the original surface of the ground is disturbed in connection with the WORKS, it shall be made good by the Contrac­tor to the satisfaction of the landowner, occupier or respon­sible authority. The Contractor shall take all reasonable steps to minimise noise and disturbance when carrying out the WORKS, including work permitted outside normal working hours.

23.6 Dumping of waste or excess materials by the Contractor shall, in urban areas, be done under the direction and control of, and at sites made available by the local authority. Dumping outside local authority boundaries shall be done only with the express permission and under the direction and control of the Technical Officer. The Contractor shall comply with environmental protection measures and specifications stipulated by the Technical Officer and/or local and environmental authorities.

24. USE OF EXISTING ROADS

24.1 The Contractor shall take every reasonable precaution to prevent damage to any roads or bridges used to obtain access to the site, and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.

24.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right‑of‑way, path or street unless the Technical Officer has obtained the approval of the road authority concerned.

INTERFERENCE WITH PRASA'S ASSETS AND WORK ON OPEN LINES

The Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any act which affects the security, use or safety of an open line except with the authority of the Technical Officer and in the presence of a duly authorised representative of PRASA.

The Contractor shall not carry out any work or operate any plant, or place any material whatsoever nearer than three metres from the centre line of any open line except with the written permission of the Technical Officer and subject to such condi­tions as he may impose.

24.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes, except as provided for in clauses 5.7 and 5.8 hereof. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the WORKS. The cost of repairing, replacing or restor­ing the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.

24.4 Authority granted by the Technical Officer and the presence of an authorised representative of PRASA in terms hereof, shall not relieve the Contractor of his duty to comply with PRASA's current specification E7/1 for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equip­ment.

25. DEFECTS LIABILITY AND MAINTENANCE

25.1 When, in the opinion of the Technical Officer, any part of the work done or any items of material used or equipment installed or intended for use or installation is not in accordance with the require­ments of the Contract, whether or not payment for such work, equipment or material has been made, he may order the Contrac­tor in writing to remove any such objectionable part, item or component thereof, to replace it with an acceptable part, item or component and to rectify or reconstruct the WORKS without cost to PRASA.

25.2 If the Contractor fails to comply with such an order within 10 days of the date thereof, the Technical Officer may cause the rejected parts or items to be removed, the defective work to be demolished and replaced by proper work, and the cost thereof to be recovered from the Contrac­tor.

25.3 If requested in writing by the Technical Officer, the Contrac­tor shall search for the cause of any defect, imperfection or fault under the direction of the Technical Officer. When such defect, imperfection or fault is one for which the Contractor is not liable, the actual direct cost of the work carried out by the Contrac­tor in searching as aforesaid and making good thereof will be borne by PRASA.

25.4 PRASA will not accept the WORKS as complete until all defects of every kind have been made good to the satisfac­tion of the Technical Officer.

25.5 Within a reasonable time after receipt of written instructions from the Technical Officer, the Contractor shall make good to the satisfaction of the Technical Officer all defective material and workmanship which are not in accordance with the Contract and which may appear within a period of 6 months, or such other period as stipulated in the Project Specification, after the date stated in the CERTIFICATE OF COMPLE­TION, and shall repair all damage caused thereby.

25.6 Where it is expressly stipulated, in respect of any particular work included in the Contract, that certain obligations are to continue beyond the period of six months and after the issue of the CERTIFICATE OF COMPLETION, the extended period shall apply in respect of such work.

Where such continuing obliga­tions are to be undertaken by a subcontractor alone and not jointly with the Contractor, PRASA shall have the right to enforce compliance with such obligations, and where any cession of the Contractor's rights against such subcontractor may be required for this purpose, such rights shall be deemed to have been duly ceded to PRASA by the Contractor.

25.7 Should the Contractor fail to comply with the provisions of clauses 27.5 and 27.6 hereof, PRASA may cause the required work to be carried out at the expense of the Contrac­tor and may recover the cost thereof from the Contrac­tor.

Nothing contained in this clause shall be construed as absolving the Contractor from fulfilling the general obliga­tions imposed on him in terms of clause 3 hereof, or any particular obligations stipulated elsewhere in the Contract.

26. DELAYS ATTRIBUTABLE TO PRASA OR THE TECHNICAL OFFICER

26.1 If the Contractor suffers delay and/or incurs extra expense as a result of: -

(i) failure by PRASA to make available the site or part of the site or any right of access thereto which may have been agreed upon.

(ii) delay on the part of PRASA in supplying such material as is to be provided by it;

(iii) delay on the part of PRASA or the Technical Officer in giving or supplying orders or drawings or in complying with any of their respective duties and obligations under the Contract, with which compliance is necessary to enable the WORKS to proceed in accordance with any approved programme.

(iv) the necessity for PRASA to correct or resolve any inaccuracy, discrep­ancy or inconsistency in drawings or other documents forming part of the Contract.

he shall, within 2 days of the commencement of such circum­stances, notify the Technical Officer in writing of the delay, the particulars and the consequences thereof.

26.2 The Contractor may submit a claim for additional time and compensa­tion in respect of the direct losses and additional expenses caused by the delay, provided that such claim will be considered only if the full claim details are submitted to the Project Manager within 28 days after the delay has ended. The particulars of the delay and the consequences thereof shall be recorded in the site diary, which shall be deemed to be a comprehensive record of any and all circum­stances relating to the claim.

The Contractor shall provide the Project Manager with such further information as he may require to investigate the claim and determine the amount of additional time and/or compensation. The Contractor will be advised in writing by the Project Manager what additional time, if any, will be allowed for delay, and what sum, if any, will be paid to the Contractor to compensate him for any direct loss and/or expense incurred by him as a consequence of the delay.

27. SECURITY AND RETENTION MONEY

27.1 Security in the amount equal to either ten per cent or five per cent of the contract price, as elected by the Contractor, shall be provided by the Contractor for the due and faithful perform­ance by him 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 –

(i) Government or approved Municipal stocks in negotiable form, or

(ii) a deed of suretyship furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by PRASA, provided however that the Project Manager may, upon written application by the Contrac­tor, return to the Contractor the whole or part of such security held by PRASA when the retention money, more fully described in clauses 29.2 and 29.3 hereof, has reached an amount which the Project Manager in his sole discretion considers sufficient for the protection of PRASA. PRASA is entitled to hold all or portion of the security until the completion of the Contract and the expiry of the defects liability and maintenance period.

27.2 Either five or ten per cent of the value of the work com­pleted, as reflected by the nett monthly amounts certified for payment, will be retained by PRASA for the due and proper fulfilment of the Contract, until such retention money is sufficient, in the opinion of the Project 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.

27.3 Retention money shall be 5 percent when the security referred to in clause 29.1 hereof is 10 percent and 10 percent when the said security is 5 percent.

28. RATES AND PRICES FOR INCREASES OR DECREASES IN QUANTITIES OR VARIATIONS

28.1 Where the final measured quantity of any scheduled item differs from the estimated quantity by 20 percent or less, the rate quoted in the Bill shall apply to the whole of the final measured quantity.

28.2 Where the final measured quantity of any scheduled item differs from the estimated quantity by more than 20 percent, either the Project Manager or the Contractor may request an adjustment of the scheduled rate for such item.

Where the quantity is increased, the adjustment shall be in respect only of that portion of the final measu­red quantity, which exceeds the original quantity plus 20 percent. Such rate adjust­ment shall be agreed between the Project Manager and the Contractor.

28.3 When, as a consequence of an order of the Project Manager or the Technical Officer given in terms of clauses 5.5 and/or 14.11 hereof, the WORKS or any part thereof which is covered by a scheduled item or items, is to be carried out in adverse subsurface conditions as provided in clause 5.3 hereof or under conditions which are different from those specified in the Contract, and as a consequence of such adverse or different conditions the respective rate(s) and/or price(s) are caused to be insufficient and/or inapplicable, sufficient and/or new rates and prices shall be determined in terms of clause 30.5 hereof.

28.4 When alterations, extras or additions ordered in terms of clauses 5.5 and/or 14.11 hereof, are similar in character and carried out under conditions similar to work which has been specified in the Contract and for which the Contractor has tendered rates in the items scheduled in the Bill, such rates shall apply to the alterations, extras or additions, subject to the provisions of clause 30.2 hereof.

28.5 When alterations, extras or additions are not of a character similar to work for which rates and prices were tendered or are not executed under conditions similar to those spec­ified in the Contract, the alterations, extras or additions shall be treated as new payment items for which rates and prices have to be determined by negotiation between the Contractor and the Project Manager.

In the determination of such rates and prices, the rates quoted in the Bill shall form the basis, as far as may be reasonable, of such determination, failing which fair rates and/or prices shall be determined and agreed between the Project Manager and the Contractor.

28.6 When called upon to do so by the Project Manager for the purpose of the determination of adjusted and/or new rates and prices in terms of clauses 30.2, 30.3 and 30.5 hereof, the Contractor shall submit to the Project Manager full particulars of his tender assumptions and of the composite tender make-up of the appropriate rates and prices in the Bill so as to provide a basis for such determination.

28.7 Where the Project Manager and the Contractor cannot reach a negotiated agreement, the Project Manager will determine new rates and/or prices which he considers to be fair and reasonable and shall issue a provisional variation order on the basis of such new rates and/or prices.

28.8 The determination of new and/or adjusted rates and prices, whether or not by way of a negotiated agreement between the Project Manager and the Contractor in terms of clauses 30.2, 30.3 and/or 30.5, or on a provi­sional basis by the Project Manager in terms of clause 30.7 hereof, shall all be provisional and subject to the approval of the Executive Officer.

The Executive Officer shall have the power, subject to the provisions of clause 40, to vary and/or amend any or all such new and/or adjusted and varied rates and prices and to replace them with such rates and/or prices as he may deem reasonable and/or appropriate in the circumstances.

The incorporation into the Contract of all new or revised rates/prices shall be effected by way of a written variation order issued by the Project Manager.

29. NOMINATED CONTRACT WORKS

Any work, for which an "estimated cost" is included in the Bill, may be undertaken by a contrac­tor appointed by PRASA. Such contractor shall hereinafter be referred to as a Nominated Contractor. The "estimated cost" will represent an estimated cost of the nominated contract work. The amount of the estimated cost shall not be included in the contract amount. Any nominated contrac­tor will be employed in consultation with the Contractor and paid by PRASA. The Contractor, the Nominated Contractor and PRASA shall be the parties to the nominated contract.

The Contractor shall supervise, attend upon and work in conjunction with the Nominated Contractor and shall provide such access, services and facilities to him as he may require for the proper performance of the part of the WORKS included in the nominated contract.

The supervision of and attendance upon the Nominated Contractor by the Contractor, shall include the following duties and obliga­tions in respect of the WORKS performed by the Nomi­nated Contractor, all as provided for in the General Conditions of Contract for Works undertaken by Nominated Contract, E5 (N), a copy of which is available for inspection by the Contractor at the offices of the Project Manager.

(i) The supervision and control of the Nominated Contractor's conformance to specification and quality during the execution of the nominated contract works and during the defects liability and maintenance period after completion thereof.

(ii) The taking over and incorporation of the nominated contract works into the WORKS and providing custody and protection thereof as part and parcel of the WORKS for the duration of the Contract and defects liability and maintenance periods.

(iii) On satisfactory completion thereof, to issue a CERTIFICATE OF COMPLETION and to advise the Technical Officer in respect of payments to be made by PRASA in terms of the nominated contract provisions.

29.4 The Contractor will be paid for such supervision and attendance upon the Nominated Contractor at the percentage fee tendered pro rata to the estimated cost in the Bill or to the contract price of the nominated contract, whichever is the highest.

30. NOMINATED SUPPLIERS AND PRIME COST SUMS

30.1 Any material for which a prime cost sum is included in the Bill, and which is to be incorporated or installed in the WORKS by the Contractor, shall be supplied by the person or firm nominated in writing by PRASA. Such prime cost sum (hereinafter referred to as a "P.C. sum") is the net sum to be paid to the supplier.

Such supplier hereinafter referred to as a "Nominated Supplier" shall be appointed and paid either by the Contractor or PRASA, as agreed between the Project Manager and the Contractor. PRASA may, alternatively, elect to supply such material itself.

30.2 At the settlement of accounts, any amount paid or payable by the Contractor to a Nominated Supplier will be set against the appropriate P.C. sum and the balance, after allowing pro rata for the Contractor's attendance fee and profit, as shown in the Bill, will be added to or deducted from the contract amount as the case may be. Where, however, the Nominated Supplier is appointed and paid directly by PRASA, or the material has been supplied by PRASA in terms of clause 32.1 hereof, the amount of the P.C. sum will be deducted in full from the contract amount. If the Bill provides for the Contractor's attendance fee and profit on such P.C. sum, such provisions will remain unaltered.

30.3 The provisions of clauses 31.2 and 31.3 hereof relating to a Nominated Contractor and work executed by him shall apply mutatis mutandis to and in respect of a Nominated Supplier and material supplied by him.

31 PROVISIONAL WORK

31.1 Any item marked "provisional", the quantity of which may be nil or either more or less than that stated in the Bill when compared with the actual amount of work/material necessary and executed/supplied, shall be measured by the Technical Officer from time to time as the work proceeds, and in the presence of the Contractor or the Contractor's agent. The quantity of such work executed/material supplied, shall be paid for at the rates quoted in the Bill, and shall not be subject to the provisions of clause 30.2 hereof.

31.2 Where, in the case of a provisional item, the nature or amount of any variation or increase or decrease of the quantities stated in the Bill is such that it results in a change in method, process of construction or source of supply relative to the nature or amount of the whole or part of the work stated in the Contract, and which renders the rate or price for such item unreasonable or inapplicable, either the Project Manager or the Contractor shall be entitled, in compliance with clause 33.3, to require that a new rate or price be fixed which in the circumstances is fair and reasonable.

31.3 No change in terms of this clause shall be made to the Contract Price or to any rate or price unless, as soon as is practi­cable and, in the case of extra or additional work, before the commence­ment of such work, notice shall have been given in writing -

(i) by the Contractor to the Project Manager of his intention to claim a new or varied rate or price in terms of clause 33.2 or

(ii) by the Project Manager to the Contractor of his intention to vary a rate or price in terms of clause 33.2.

The provisions of clauses 30.4 to 30.9 inclusive shall apply mutatis mutandis to the determination of any new or varied rate or price in terms hereof.

32 RECOVERY OF MONEY FROM THE CONTRACTOR

All money, whether a liquidated amount or not, that may become payable to PRASA by the Contractor in terms of any clause or condition incorporated in the Contract may be recovered from the Contractor by deduction or recovery:

from money, including retention money, due to or to become due to the Contractor under this or any other contract he may have with PRASA, or

from any money realised as a result of the sale of any stocks provided in terms of clause 29.1 hereof, or from the guarantor in the case of a deed of suretyship; or

in any manner provided for in the Contract or decided upon by PRASA, provided that nothing herein contained shall affect the operation of setoff as between PRASA and the Contractor.

33. INCREASE OR DECREASE IN COSTS

33.1 Unless otherwise provided for in the Project Specification or unless a fixed contract price was tendered in the tender letter and accepted by PRASA, the amount payable under the Contract will be determined by the application of the contract price adjustment factor(s) derived from the formula (e) described in the Project Specification to allow for any increases or decreases, which may occur after the closing date of the submission of tenders and before the stipulated date or such extended date of comple­tion as may have been determined in terms of clauses 17.1 to 17.7 and/or clause 28 hereof.

33.2 If a new rate or price is negotiated during the period of the Contract, the calendar month in which the new rates were applicable shall be clearly stipulated in the variation order. The amounts arising from the application of the new rate to the affected quantity will be subject to the contract price adjustment factor based on the indexes ruling for the calendar month so stipulated.

33.3 The contract price adjustment factor to be applied after the stipulated completion date or such extended date of completion as may have been determined in terms of clauses 17.1 to 17.7 and/or 28 hereof, shall be half that applicable at the stipulated date or extended date of completion, except in respect of work com­pleted prior to such date or extended date, and certified in terms of clause 36.3 hereof for payment thereafter, in which event the contract price adjustment factors applicable at the date of completion will be applied.

33.4 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs and any increases and decreases therein, and profit.

34. PAYMENT CERTIFICATES AND CLAIMS PROCEDURE

34.1 On or about the fifteenth day of each month, the Technical Officer shall make either a progress measurement or an estimate of the work done, including any duly authorised alteration, extra, addition or omission.

34.2 Thereafter the Project Manager will issue a certificate authorizing payment of such sum of money as he may consider represents the value of the work referred to in clause 36.1 hereof.

34.3 The Contractor shall be entitled to receive payment of the amount authorised in the said certificate, subject to the deduction of retention money in terms of clauses 29.2 and 29.3 hereof, within 30 days after the day of progress measure­ment or estimate by the Technical Officer or receipt of a VAT-invoice from the Contractor, whichever is the later.

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

34.4 In the event of failure by PRASA to make payment within the time stipulated in clause 36.3, he shall pay to the Contractor interest at prime over­draft rate as certified by the Contractor's bankers upon all overdue payments of such certified amounts, from the date on which such payments should have been made.

The Project Manager's certificate authorizing payment in respect of any work referred to in clause 36.1 hereof shall not imply acceptance of the work or of the material used, and shall not prejudice the right of the Technical Officer or Project Manager to reject work or material not in accordance with the Contract, nor the right of PRASA to recover any amounts paid to the Contractor in respect of such rejected work or material.

34.6 Notwithstanding any outstanding undetermined disputes, arbitra­tions and claims that may still exist, the Project Manager shall, within 28 days after the expiry of the defects liabil­ity and maintenance period/s or completion of the rectification of defects under clauses 27.5 and 27.6 hereof, which­ever is the later, submit a Final Certificate for approval by the Executive Officer, together with a statement of Particulars of Outstanding Matters such as undetermined claims, disputes and arbitrations.

34.7 The Project Manager shall, within 14 days after approval by the Executive Officer, issue the Final Certificate together with the Particulars of Outstanding Matters to the Contractor, authorising payment of all money due for completed work and payment of all retention money and return of all surety as is then held by PRASA, after deduct­ing any money due by the Contractor to PRASA.

34.8 After receipt of the Final Certificate and the Particulars of Outstanding Matters, the Contractor, shall, by counter­signing both documents, certify his acceptance and con­firmation of the correctness of the amounts shown and particulars given and that no further claims or unresolved matters are outstanding in respect of the Contract.

34.9 After receipt of the Contractor's certification in terms of clause 36.8 hereof no new claims or matters will be permitted or considered by the Project Manager or PRASA.

34.10 Within 30 days after the receipt of the Contractor's certifi­cation, PRASA will pay to the Contractorthe balance of all money due under the Contract in terms of the Final Certifi­cate after deductions inerms of clause 36.7 have been effected.

34.11 Where the Contractor fails to certify the Final Certificate and Particulars of Outstanding Matters, and has not disputed the correctness thereof within 3 months after their receipt by him, the Contractor shall be deemed to be in agreement with such certificate and particulars, and PRASA will effect payment in terms thereof. Any claim arising from the Final Certifi­cate or in connection with the Contract, whether contractual or delictual, which has not been lodged with the Project Manager previously or within a period of 3 months after receipt by the Contractor of the Final Certificate, will not be consi­dered or admitted by PRASA, and the Contractor accepts and acknowl­edges that, by his failure to lodge a fully detailed and motivated claim within the above stipulated period of 3 months, he waives such claim and relieves PRASA of responsibility for, or any obligation to consider such claim.

34.12 Neither the issue of the Final Certificate nor any payment made thereunder shall release the Contractor from any liabil­ity, whether arising under the Contract or in common law, to indemnify PRASA against, and to reimburse it in respect of, any claim made or to be made against it by a third party for damage or loss sustained by such third party in consequence of any wrongful act or omission of the Contractor, his subcon­tractors or his or their employees or representatives during execution of the WORKS.

34.13 The following procedure shall apply to claims for additional payments in terms of the provisions of the Contract;

34.13.1 If the Contractor intends to claim any additional payment in terms of any clause in the Contract other than clauses 5, 17.1 to 17.7 and clause 28 hereof, he shall submit his claim, or give notice in writing of his inten­tion to claim, to the Project Manager within 14 days of the commencement of the events giving rise to the claim.

The notice of intention to claim shall include the grounds upon which the claim will be based. From the commencement of these events, the Contrac­tor shall keep all such contemporary records as are necessary to support any claim he may submit.

34.13.2 Without necessarily admitting liability, the Project Manager may instruct the Contractor to keep such further contempo­rary records of events as are material to a possible claim.

34.13.3 If the Contractor fails to comply with the provisions of clauses 36.13.1 and 36.13.2 hereof in respect of any claim or intended claim, such claim will not be considered.

34.13.4 If a notice of intention to claim has been submitted in terms of clause 36.13.1, the amount of the claim and detailed documen­tation in support thereof shall be submitted by the Contractor to the Project Manager within 28 days after the events giving rise to the claim have ceased. If it is not reasonably possible to assess the amount of the claim within this period, the Project Manager may agree in writing to such extended period as may be necessary.

34.14 Save for the provisions for interest payments in clause 36.4 hereof and, if provided in the Bill, for continuing finance charges, no liabil­ity will be accepted by PRASA in respect of interest or financing costs in respect of any unliquidated claims and unresolved matters arising and accumulating during the contract period or such extended period as determined in terms of clauses 17 or 28 hereof.

34.15 Payment of the amounts due by PRASA to the Contractor, save where expressly otherwise agreed, will be made by cheque and sent by registered post to the Contractor's postal address or any other address requested in writing by the Contractor. The Contractor authorises the S.A. Post Office Limited to act as his delivery agent, and the risk that payment may not be received transfers to the Contractor upon the posting thereof. The date of postage of the cheque shall be deemed to be the date of payment for the purposes of clause 36.4 hereof.

35. BREACHES AND REMEDIES

35.1 Should the Contractor commit any breach or default of any kind mentioned in clause 37.2 hereof, the Executive Officer may exercise, subject to the provisions of clause 40 hereof, for and on behalf of PRASA, immediately, in whole or in part and consecutively or concurrently, all or any of the options, rights and powers set out in clause 37.3 hereof.

Breaches or defaults entitling the Executive Officer to act in terms of clause 37.3 hereof shall be the following: -

35.1.1 Insolvency of the Contractor or an act of insolvency compris­ing, inter alia, the following: -

(i) liquidation or sequestration of the Contractor's estate (provisionally or finally); or

(ii) the Contractor publishing a notice of surrender of his estate as insolvent; or

the Contractor entering into a compromise with the general body of his creditors; or

the Contractor having an execution levied on his goods.

35.1.2 Material breach of the Contract by the Contractor comprising, inter alia: -

(i) the abandonment or repudiation of the Contract;

(ii) suspension of progress of the WORKS without contractual cause;

(iii) failure to remove materials from the site or to demolish and replace work, which materials or work has been condemned or rejected by the Technical Officer;

(iv) failure, after he has been notified in terms of clause 14.7 hereof to achieve a rate of progress on the WORKS which will ensure completion by the stipulated date or such extended date of completion as may have been determined in terms of clauses 17.1 to 17.7 and 28 hereof;

(v) assigning of the Contract without the consent in writing of the Executive Officer having first been obtained;

(vi) subcontracting any part of the Contract without the Project Manager's approval;

(vii) failing to provide the deed of suretyship in terms of clause 29 hereof;

(viii) failing to satisfy any judgement or arbitrator's award entered against him within 7 days after such judgement or award is so entered or to satisfy any attachment order against property within 3 days of its issue;

(ix) conviction of the Contractor or any of his employees in a court of law for any offence which adversely affects the interests of PRASA.

35.2 In the event of any breach or default mentioned in clause 37.2 hereof, the Executive Officer may exercise any of the following options, rights and powers: -

(i) To cancel the Contract and to invoke PRASA’s lien over the Contractor's site establishment, temporary buildings, construction plant, equipment and materials, and any indemnities or safeguards in favour of PRASA in terms of the Contract.

To take over full possession and control of the whole or any portion of the WORKS and the Contractor's construction plant, equipment, tools and material used thereon, and control of any or all of the Contractor's employees (with or without accepting any liability for arrear salaries or wages, or for any con­tracts of personal service) and to continue and complete the WORKS, by employment of such of the Contractor's employees and using such of his site establishment, temporary buildings, construction plant, equipment, tools and materials, as are necessary in the discretion of the Project Manager, all for the account of and at the cost and risk of the Contractor.

To remove and dismiss any person employed by the Contractor and, for the account of and at the cost and risk of the Contractor, to engage or appoint any other person under such conditions and to pay him such salary or wage as the Project Manager may deem fit

To obtain from any source whatsoever, at the cost of the Contractor, such construction plant, tools equipment and material as are necessary, in the opinion of the Project Manager, for the proper completion of the Contract.

To dismiss the Contractor from any further control of the execution of the Contract, and thereafter to take over full control of and to utilise the whole or any portion of the construction plant, equipment, tools and material belonging to the Contractor, and to employ any person other than the Contractor to complete the Contract, in each case for the account of and at the risk and cost of the Contractor, after or without offering such work for tender and without the interference or intervention in any way by the Contractor.

After the said work has been completed by such other person and such other person has been paid therefore, the Project Manager shall issue the Final Certificate when so authorised by the Executive Officer. Should any money be shown to be due by the Contractor to PRASA, the Contractor and/or his guarantor shall forthwith pay such money to PRASA, failing which PRASA may recover the said amount from the Contractor.

To reduce, in the case where the Contractor's defective materials, workmanship and/or performance is accepted by PRASA, any one or all of the rates and prices in the Contract by the amounts of PRASA's losses, or by the costs of rectifying such defective materials, workmanship and/or performance of the Contractor, or by the amounts that the Contract WORKS are reduced in value as a consequence of the deficiencies.

35.3 All wages, salaries, costs, expenses and damages paid, incurred or sustained by PRASA for which the Contractor is liable in terms of the Contract, shall be paid by the Contractor on demand or shall be recovered as provided for in clause 34 hereof.

35.4 In any action taken or instituted by PRASA in terms of clauses 37.1 to 37.4 hereof, or any clause of the Contract read alone or in conjunction with these clauses, a certificate issued by the Project Manager shall be deemed to be proof of any amount due by the Contractor to PRASA or by PRASA to the Contractor.

35.5 No action taken or instituted by PRASA in terms of clauses 37.1 to 37.4 hereof or any clause of the Contract read alone or in conjunction with these clauses, shall prejudice or detract from PRASA's right to recover penalties for late completion or damages for any other breach or default com­mitted by the Contractor in respect of the Contract.

36 VOLUNTARY TERMINATION OF THE CONTRACT AND REMEDIES IN CONSE­QUENCE THEREOF

36.1 The occurrence of the following circumstances shall, subject to the provisions of clause 40, entitle either of the parties to voluntary terminate the Contract by mutual agreement or by giving the other party 30 days written notice of such termination: -

36.1.1 The outbreak of war or armed hostilities (whether war be declared or not) in any part of the world, or the imposition of economic sanctions between governments or any other action of a like kind and if any such event will materially affect the execution or cost of the WORKS;

36.1.2 The declaration of a state of emergency by the Government, riots, commotion, politically motivated sabotage, acts of terrorism or disorder, which are all beyond the control of either the Contractor or PRASA, and which will materially affect the execution of the works or the supply of labour or materials or materially interfere with access to the site or constitute a material risk to persons or property associated with the Contract;

36.1.3 The occurrence of unforeseeable adverse subsurface condi­tions as envisaged in clause 5.3 hereof and which materially affects the cost of the WORKS to the extent that the entire project or the Contract is rendered uneconomical for either one or both of the parties;

36.1.4 A change of circumstances beyond the control of the parties and external to the contract provisions, to the extent that the viability or cost of the project or the Contract is materially and adversely affected to such an extent that the continued performance of the Contract would materially preju­dice any one or both of the parties and that it would be reasonable to allow the prejudiced party to withdraw from the Contract.

Upon such notice of termination: -

36.2.1 the parties shall continue with the execution of the Contract during the period of notification unless otherwise directed by the Project Manager;

36.2.2 all the provisions of the Contract, including this clause shall continue to apply for the purpose of: -

(i) resolving any dispute, and

(ii) ascertaining the amounts payable by either PRASA or the Contractor to the other;

36.3 the Project Manager will be entitled to take possession and occupation of the site, the WORKS and any materials which are the property of PRASA; and

36.3.1 the Contractor and his subcontractors and all their employees and agents shall, within 7 days after the date of termination stipulated in the notice or as agreed, remove all construction plant materials and other assets, belonging to them from the site.

36.4 If the Contract is terminated as aforesaid, the Contractor shall be paid by PRASA such amounts or items that have not already been covered by payments made to the Contractor, for all the work executed prior to the date of termination, at the rates and prices provided in the Contract, and in addition

36.4.1 the amounts payable in respect of any provisional items and PC sums, referred to in the Bill, in so far as the work or service comprised therein has been carried out or performed by the Contractor, and a proper proportion of any such items which have been partially carried out or performed; plus

36.4.2 the cost of materials, plant or goods reasonably ordered for the WORKS, which have been delivered to the site and paid for by the Contractor, or of which the Contractor is legally liable to accept delivery, such materials, plant or goods becoming the property of PRASA upon such payments being made; plus

36.4.3 a sum, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the WORKS in so far as such expenditure has not been covered by any other pay­m­ents referred to in this clause.

36.5 In the event of termination of the Contract by PRASA in the circumstances described in clause 38.1.4 hereof, the Contractor shall be entitled to additional payment amounting to 12 percent of the total contract amount as tendered, after the total sum of the amounts determined in accordance with clauses 38.3, 38.3.1, 38.3.2 and 38.3.3 hereof has been deducted.

36.6 In the event of termination of the Contract by the Contractor in circumstances described in clause 38.1.4 hereof, the Contractor shall not be entitled to any payments in terms of clause 38.3.3 hereof, but he shall instead pay to PRASA an amount equal to 12 percent of the total contract amount as tendered after the total sum of the amounts deter­mined in accordance with clauses 38.3, 38.3.1 and 38.3.2 hereof has been deducted.

36.7 PRASA shall, against any payments due under clause 38, be entitled to be credited with any outstanding balances due from the Contractor, for advances in respect of the Contractor's equipment, materials and construction plant and any other sums which, at the date of termination, were recoverable by PRASA from the Contractor under the terms of the Contract. Any sums payable under this clause shall be determined by the Executive Officer in conjunction with the Project Manager and the Contractor, and he shall notify the Contractor accordingly.

37. INDEMNITIES AND INSURANCE

37.1 The Contractor shall, and hereby does indemnify PRASA against ‑

(i) liability for infringement of any patent, design, trade mark, name, or other protected right; and

(ii) any legal costs or disbursements incurred in connection with any of the matters referred to in paragraph (i) hereof, whenever the liability contemplated in paragraph (i) hereof is due to arise out of anything done, omitted or undertaken, or the use of any plant, process, machine or material, in terms of or for the purpose of the contract.

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

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

37.2.2 any act or omission of any or all of the Contractor’s members, employees, agents, representatives, and/or suppliers.

37.2.3 any damage to, loss of, and/or destruction of property belonging to or in the possession of a commuter, harm, loss, theft, or destruction to property belonging to, in the possession of, and/or under the control of PRASA.

37.2.4 any harm, injury or death suffered or sustained by a commuter, where such harm arises from, is connected to or is caused by an act or omission of the Contractor’s employees, agents, representatives, or by an act of any third party where such act occurs near or within the proximity of any employee, agent, representative of the Contractor and such employee, agent, representative could or should have prevented same from occurring.

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

37.3.1 any damage to the PRASA property, whether movable or immovable.

37.3.2 loss, harm, or destruction of property belonging to PRASA, whether movable or immovable.

37.2.3 liability in respect of any damage, loss, harm or destruction of property, whether moveable or immovable, belonging to commuters and/or third parties.

37.2.4 liability in respect of death, injury, unlawful/wrongful arrest, malicious prosecution, assault, defamation, unlawful search, illness or disease to commuters, PRASA employees and/or third parties.

37.4 Insurance Effected by PRASA

a) Notwithstanding anything elsewhere contained in this Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) PRASA shall effect and maintain as appropriate in the joint names of PRASA, the Contractor and where relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.

CONTRACT WORKS Insurance - which shall provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works.

PUBLIC LIABILITY Insurance - which shall provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity specified in the schedule hereto, in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause as specified in the Schedule hereto.

b) PRASA shall pay the premium in connection with the insurance effected by PRASA

c) The Contractor shall not include any premium charges for this insurance except to the extent which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by PRASA. PRASA reserves the right to call for full information regarding insurance costs included by the Contractor.

d) The Contractor shall give all notices and observe all conditions and requirements of such insurances and shall communicate to PRASA's Insurance Brokers any facts or information known to him which may in any way affect the validity or enforceability of the policies.

e) Any further clarification of the scope of cover provided by the Policies arranged by PRASA should be obtained from PRASA or their Insurance Brokers.

37.5 In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by PRASA the Contractor shall:

a) in addition to any statutory requirement or other requirements contained in the Contract, immediately notify PRASA's Insurance Brokers or the Insurers by telephone, telex, or telefax giving the circumstances, nature and an estimate of the loss or damage or liability.

b) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

c) negotiate the settlement of claims with the Insurers through PRASA's Insurance Brokers and shall when required to do so obtain PRASA's approval of such settlement.

PRASA and Insurers shall have the right to make all and any enquiries on the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

37.6 The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurances effected by PRASA

The Deductibles (First Amount Payable) for which the Contractors are responsible and which the Contractors are responsible, and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable shall be as specified in the Schedule hereto.

Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall, if required by PRASA, be paid net of the Deductible to PRASA who shall pay the Contractor from the proceeds of such payment upon rectification, repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations, liabilities or responsibilities in terms of the Contract.

37.7 Insurance to be Affected by the Contractor

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

a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993) as amended.

c) Employer's Common Law Liability Insurance with a limit of indemnity of not less than the amount specified in the Schedule hereto.

d) Insurance in terms of the provisions of the Unemployment Insurance Act of 1966 as amended.

e) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than the amount specified in the Schedule hereto.

f) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site PRASA shall be entitled to require the Contractor to satisfy PRASA that all materials and equipment for incorporation in the works are adequately insured during manufacture or fabrication.

g) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the Site are to be insured by the Contractor up to the commencement of transit to Site of such assembled or finished equipment components parts or materials unless special arrangements are made with the principal.

h) Where the Contractor, in the course of undertaking the Contract Works, is required to undertake any work of a professional nature, the Contractor shall affect Professional Indemnity insurance with a limit of liability of not less than the amount detailed in the Insurance Schedule hereto.

The Contractor shall ensure that the Professional Indemnity insurance shall be issued as a dedicated cover to this Contract, and such cover shall not be affected by claims emanating from other work undertaken by the Contractor.

All the above insurances shall be maintained in full force and effect until the issue of a Certificate of Completion, extended for the Defects Liability Period. In respect of the sub-contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance, by ensuring that the Sub-contractors have effected such insurances.

37.8 a) The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by PRASA (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to PRASA the relevant Policy of Policies of Insurance.

b) If the Contractor fails to effect and keep in force the insurances referred to then PRASA may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by PRASA from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

37.9 Sub-contractors

The Contractor shall:

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

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

37.10 Riot Insurance

PRASA shall arrange cover for any damage caused as a result of riot only in respect of those works for which in its opinion, it is deemed necessary. This shall be indicated on the attached Insurance Schedule.

38. RESOLUTION OF DISPUTES

38.1 If a dispute of any kind arises between the Contractor and the Technical Officer, in connection with or arising out of the Contract or the execution of the WORKS, whether during the execution of the WORKS or after their completion, and whether before or after repudiation or other termination of the Con­tract, including any dispute as to any opinion, instruction, determination, certificate or valuation, the matter in dispute shall, within 14 days of dispute having arisen, be referred to the Project Manager with a copy to the Executive Officer. The Project Manager shall decide the matter within 28 days of receipt of the reference and notify the Contractor and Technical Officer of his decision.

38.2 If a dispute arises between the Project Manager and the Contractor, including a dispute arising out of the Project Manager's decision in terms of clause 40.1 hereof, or if the Contractor is dissatisfied with any instruc­tion, assessment, deter­mination, valuation, variation or ruling given or made by the Executive Officer in terms of his powers under the Contract, the matter shall be referred in writing to the Executive Officer within 28 days of the decision of the Project Manager or of the dispute or dissatisfaction, as the case may be, having arisen.

38.3 The parties shall thereafter endeavour to settle the dispute by way of negotiation.

The procedure and forum for the negotiations shall be subject to agreement between the parties. The negotiations shall be without prejudice to either of the parties and neither shall be entitled to rely upon admissions or conces­sions made during such procedures in any ensuing arbitration and/or litigation proceedings.

Either of the parties may elect that the negotiation proceedings be facilitated by an independent Mediator. In such case, the provisions of Clause 40.7 shall apply mutatis mutandis to the appointment of the Mediator. Each party shall bear its own costs in respect of the mediation and pay half of the Mediator's agreed fees and expenses.

38.4 If the parties fail to reach a negotiated settlement, or negotiations break down on account of a deadlock, the Executive Officer shall decide the dispute on behalf of PRASA and shall advise his decision in writing to the Project Manager and the Contractor within 42 days after the day of receipt by him of the reference in terms of clause 40.2. The Executive Officer's decision shall forthwith be given effect to by the Project Manager, the Technical Officer and the Contractor.

38.5 Unless the Contract has already been completed, repudiated or otherwise termin­ated, the Contractor shall, in every case proceed with the WORKS with all due diligence, unless and until the Executive Officer's decision has been revised, as hereinafter provided for, by an arbitral award.

The Executive Officer's decision shall be final and binding on the parties unless it is disputed by the Contractor in terms of clause 40.6 hereof.

38.6 Should the Contractor be dissatisfied with the decision of the Executive Officer in terms of clause 40.4, he may, within 28 days after the receipt thereof, declare the matter to be in dispute by written notification to the Executive Officer. Unless otherwise agreed, the matter shall be referred to an Arbitra­tor appointed in terms of clause 40.7 hereof.

38.7 The appointment of an arbitrator shall be made by agreement between the parties, after a written submission has been made by either party to the other of a shortlist containing the names of 3 suitably qualified persons.

If the parties fail to agree within 14 days of receipt of the submission, either party may apply for the nomina­tion of a suitably qualified person by the Chairperson for the time being of the Association of Arbitrators of South Africa, or by the Vice Chairperson in the absence of the Chairperson.

38.8 The reference to the Arbitrator shall, unless otherwise agreed, be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No. 42 of 1965, as amended), or any legislation passed in substitution thereof. The arbitration shall, unless otherwise agreed, be conducted in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators.

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

Neither party to the Contract shall be limited in the proceed­ings before the Arbitrator to the evidence or arguments submitted to the Technical Officer, the Project Manager or the Executive Officer, for the purposes of preceding proceedings. The award of the Arbitrator shall be final and binding on the parties.

38.10 Arbitration proceedings may be entered into after and at any time before the completion or alleged comple­tion of the WORKS, provided always ‑

(i) that the preceding dispute resolution procedures stipu­lated herein have been fol­lowed and fully exhausted,

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

38.11 Any amount which may become payable by the Contractor to PRASA in consequence of any decision by the Executive Officer or of an arbitrator's award, as the case may be, in accordance with the foregoing provisions of this clause, may be recovered in any manner described in clause 34 hereof or by instituting action in a court of competent jurisdiction.

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

39. INSOLVENCY

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

40. CONFIDENTIALITY

40.1 The Contractor expressly undertakes to keep confidential and not to disclose to any person:

40.1.1 the details of this contract, the details of the negotiations leading to this contract, and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in his contract; and

40.1.2 all information relating to the business or the operations and affairs of the parties (together “confidential information”); without the prior written consent of the Client, which consent may be withheld.

40.2 The Contractor agrees to keep all information confidential and to disclose it only to those officers, directors, employees, consultants and professional advisors in its employ who:

40.2.1 have a need to know (and then only to the extent that each such person has a need to know);

40.2.2 are aware that the confidential information should be kept confidential.

40.2.3 are aware of the disclosing party’s undertaking in relation to such information in terms of this contract; and

40.2.4 have been directed by the disclosing party to keep the confidential information confidential.

40.3 The undertakings given by parties in relation to the maintenance and non-disclosure of confidential information in terms of this contract, do not extend to information that is required by the provisions of any law, statute or regulation or during any court proceedings and subject to the provisions of this contract, the party required to make the disclosure has taken all responsible steps to oppose or prevent the disclosure of and to limit, as far as reasonably possible, the extent of such disclosure and has consulted PRASA prior to making such disclosure.

41. DISCREPANCIES IN DOCUMENTS

(i) In the event of any discrepancy or inconsistency between the project specification and any other document the project specification shall prevail.

(ii) The General Conditions of Contract shall rule over all other documents excepting the project specification.

(iii) Where any drawing is inconsistent with the description in the project specification the project specification shall rule in preference to the drawing.

(iv) The requirements shown on particular drawings shall rule over those shown on standard or type drawings, and particular drawings shall rule over the requirements of standard specifications and SABS 1200 specifications.

Signed by the Contractor at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_ in the presence of the undersigned witnesses.

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

CONTRACTOR

AS WITNESSES:-

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of the Managing Director of PRASA Limited as the duly authorised representative of PRASA at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_ in the presence of the undersigned witnesses.

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

PASSENGER RAIL AGENCY OF SOUTH AFRICA

AS WITNESSES: ‑

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

INSURANCE SCHEDULE TO THE SMALL CONSTRUCTION CONTRACT: CONDITIONS OF CONTRACT

1.    PRASA INSURANCE BROKERS:

Alexander Forbes

c/o Group Executive Manager: Risk and Legal

Passenger Rail Agency of South Africa

Jorisson Place, (Postal address:

66 Jorisson Street, Private Bag X101,

BRAAMFONTEIN Braamfontein, 2017.)

Tel: 011 773 1600

Fax: 011 773 1622

2.    INSURANCES ARRANGED BY PRASA

2.1   Contract Works Insurance:

In respect of loss or damage-

2.1.1 Limit of indemnity

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

2.1.2 Deductibles

Contracts up to R 2,500,000.00 R 5,000.00

Contracts between R 2,500,001.00 and R 5,000,000.00; R 10,000.00

Contracts between R 5,000,001.00 and R 20,000,000.00; R 15,000.00

Contracts between R 20,000,000.00 and R 50,000,000.00; R 20,000.00

Contracts between R 50,000,001.00 and R 70,000,000.00; R 30,000.00

2.2. Public Liability Insurance

        2.2.1. Limit of indemnity – R 10 000 000.00

2.2.2. Deductibles

In respect of Liability arising out of-

Loss of or damage to public utilities R 10,000.00

Loss of or damage to any property R 5,000.00

Loss of or damage due to Spread of Fire R 10,000.00

2.3. SASRIA Special Risk/ Riot Insurance: Arranged

 Note: The above limits and deductibles are renewable annually. The new insurance policy is effective from 01/06/2024 to 31/05/2025.

3.    INSURANCES TO BE ARRANGED BY CONTRACTORS

3.1 Insurance Effected by the Contractor

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

a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

b) Insurance in terms of the provisions of the Workmen's Compensation Act No. 30 of 1941 as amended.

c) Employer's Common Law Liability Insurance

d) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than the amount specified in the Schedule hereto.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the PRASA shall be entitled to require the Contractor to satisfy the PRASA that adequate Professional Indemnity Insurance in respect of liability arising from any act, omission or neglect in such design work has been arranged.

3.2 a) The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the PRASA (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to the PRASA the relevant Policy of Policies of Insurance.

b) If the Contractor fails to effect and keep in force the insurances referred to then the PRASA may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the PRASA from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

3.3 Sub-contractors

The Contractor shall:

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

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

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

Part C3- SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Overview and extent of the works:

This contract covers the cleaning of the Prasa rail reserve within Metrorail Western Cape Region along and between the railway lines including the stations within the train operational area of Cape Metrorail 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 documents.

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 in Cape Metrorail Region. Sections that will be covered are as follows:

|  |  |
| --- | --- |
| **Langa** | **Bonteheuwel** |
| **Nyanga** | **Phillip** |
| **Phillip** | **Mandalay** |
| **Mandalay** | **Khayelitsha** |
| **Khayelitsha** | **Chris Hani** |

C3.1.3 Completion of Work / Programme

The work is required to be completed in on When required basis over the period of Three Month or the depletion of the tendered price, whichever comes first.

No work shall be permitted during the builders’ holidays during the period .

C3.1.4 Penalties for late Completion

The Contractor together with Technical Officer will be agreed of the days that will be taken to complete the work. The Technical Officer will write a callout and, in the call, out date to complete callout will be stipulated. Should the contractor fail to complete the Works by the date stipulated in in the callout he shall pay an amount of R300 per day to Metrorail as penalties in terms of the Conventional penalties Act, 19962 as amended, the following amounts for each day or part thereof during which the Works or any stage thereof remains incomplete.

C3.2 ENGINEERING

VOID

C3.3 PROCUREMENT

C3.3.1 Preferential procurement procedure

Procurement Works contract shall be done in accordance with Metrorail Policies and procedures

C3.3.2 Subcontracting

VOID

C3.4 CONSTRUCTION

C3.4.1 Applicable SANS 2001 Standards

None

C3.4.2 Applicable national and international standards

None

C3.4.3 Applicable Particular & Generic specifications for this contract:

Particular Specification: (also referred to as “ Project Specification) Cleaning of Rail Reserve.

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.)

C.3.4.3.1 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 Plant and Material supplied by Contractor

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

All materials and labour performed shall be subject to the approval of the Technical Officer, and shall be used in accordance with the manufacture’s specifications.

C3.4.6 Site establishment

C3.4.6.1 Services and facilities provided by Metrorail

No service or facilities will be provided by Metrorail

C3.4.6.2 Services and facilities provided by the Contractor

Site storage / Camp sites

No site storage / camp sites will be available

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.

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. The onus is on the Contractor to familiarize himself with the area on which work will be performed; compile a risk assessment specific to the area and formalize a security plan to address and mitigate the risks identified. There is a separate item in the BoQ for this provision of security. Before resumption of the works, the contractor must produce the proof of appointment of security to the Technical officer as evidence. The Risk Assessment and Security Plan must also be submitted together with the proof of appointment of said security prior to commencement of work.

Tidiness of site

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

3.4.7 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.

3.4.8 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.

3.4.9 Security Arrangements

The Contractor shall be responsible for arranging security for him and his personnel as well as equipment, tools and materials or any other safety precautions necessary for the execution and completion of the work. There is a separate Item provided in the BoQ for this service. The Contractor and his security are expected to collaborate with PRASA Security to ensure that safety is at all times observed. PRASA Security has a reporting structure for any and all Contractors entering the PRASA Railway Reserve. Prior to commencement of work, the Technical Officer and Project Manager will initiate the Contractor on the reporting structure.

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.

C3.5.1.2 Project Manager and Technical Officer

The Project Manager for this contract will be the Regional Engineer, Perway Maintenance, Infrastructure, Metrorail Western Cape. The Technical Officer will be appointed by the Project Manager to administer the performance and the

execution of the Works according to the powers and rights held by and obligations placed upon him in terms of the Contract.

C3.5.1.3 Schedule of Quantities

The quantities in the Schedule of Quantities and Prices, are estimated and may be more or less than stated and realistic rates should therefore be inserted against every item, as no adjustment of rates will be allowed in the event of any increase or decrease of the quantities in the Schedule of Work and Prices.

Tenderers shall submit with their tender the completed and detailed priced schedule (prepared in black ink) for the Works. All work covered by the schedule shall be measured and paid for according the completed schedule.

C3.5.1.4 Programme of Works

No Programme is required

C3.5.1.5 Hours of Work

Normal working hours shall mean the period from 07h00 to 16h30 on normal weekdays

C3.5.1.6 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.

C3.5.1.7 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.

C3.5.1.8 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.

C3.5.1.9 Communication Facilities

The Contractor and his site agent/ supervisor must at all times be contactable via mobile cellular phone for the duration of the contract. The contractor shall allow for the provision and of this service in his rates tendered for 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 struck 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 Safety Committee Meetings

When required by the Technical Officer, the Contractor’s Safety Representative shall attend the Manager’s Safety Committee meetings.

C3.5.2.4 Training of the Contractor’s Staff

Refer clause 5.2 of the SPK7/1 Specification: Training of the Contractor’s flagmen will be done free of charge by Metrorail.

Note:

The number of flagmen will depend on the size of the teams and will be determined by the Technical Officer.

C3.5.2.5 Non-compliance to contractual safety conditions

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

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

C3.6 ANNEXES

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

Cleaning of Rail Reserve.

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

PASSENGER RAIL AGENCY OF SOUTH AFRICA LIMITED

Cleaning of Rail Reserve Cleaning of Rail Reserve

PROJECT SPECIFICATION

DESCRIPTION OF THE WORKS

The sections of rail reserve to be cleaned are set out in the Schedule of Quantities and Prices. The Contractor shall clear the site from all types of refuse, litter and waste e.g. tins, rags, paper, and plastic bags, including garden (vegetation) and kitchen refuse, whether windblown or dumped on the site by third parties.

The Contractor shall gather all the above-mentioned litter in refuse bags (“black bags” for manageable litter), load it onto road trucks and transport it by road for dumping at an approved municipal dumping site.

The removal of dumped builders type rubble e.g. bricks, stones and concrete/cement blocks is included in the scope of the Works. Only human excrement is excluded.

The sections of rail reserve shall be cleaned between the fence/boundary lines of the PRASA including the areas between the railway lines unless otherwise instructed by the Technical Officer or the Technical Officer’s Deputy. The start and end of each section of track reserve between stations will be determined by the ends of the station platforms at the stations.

PROGRAMME AND PROCEDURAL REQUIREMENTS

Once the Contractor has been awarded, he/she will only work when he/she has been called and issued the instructions by a Technical Officer. The contractor will visit the site first together with the Technical Officer and deciding how long will the job take, depending on the nature of the work, once that has been decided the estimated time to complete the job will be stipulated and recorded on the minutes of the site meeting.

TO BE SUPPLIED BY THE CONTRACTOR

Refer clause 4 of the E5, General Conditions of Contract. Litter/refuse bags and vehicular road transport of the litter/refuse to dumping sites are also to be provided by the Contractor.

The Contractor shall obtain “dumping permits/tickets” from the dumping site as proof of the dumping of the litter/refuse on an approved dumping site and submit signed copies of such to the Technical Officer when called upon to do so.

The Contractor shall make allowance for the above mentioned in his rates tendered for the Works.

CLEANING: STANDARDS AND QUALITY CONTROL

The contractor shall clean the track reserve from all litter/rubble as described in clause 1 above. The Technical Officer will carry out regular inspections of the Works to assess the effectiveness of the cleaning work in progress.

The Contractor shall notify the Technical Officer in writing after he has completed the cleaning of a section of track reserve. The Technical Officer shall inspect the cleaned section of track reserve within two days after receipt of this notice. The Technical Officer will reject any areas or sections, which has not been properly cleaned. The responsibility shall rest upon the Contractor to clean the rejected areas or sections in his own time before payment will be made for the cleaning of the particular section. The Technical Officer will issue a

Certificate of completion for each section that has been accepted as “cleaned”.

STACKING OF FILLED REFUSE BAGS

No filled refuse bags may be left overnight on the property of the PRASA. All filled refuse bags shall be loaded and transported to a legal dumpsite on the same day that it was filled. No refuse bags shall be stacked close to any signal cables/equipment whilst awaiting transport. The Contractor will be held responsible for the repairs and/or the costs incurred in effecting such repairs to any damages to the property of the PRASA and/ or any train- delays or cancellations caused by non-compliance to this specification.

RESTRICTIONS

The Contractor will be allowed to carry out work on more than 2 (two) sites simultaneously at any specific time.

MEASUREMENT AND PAYMENT

All work completed as per issued certificates of completion shall be measured and paid for as per the Schedule of Quantities and Prices.

Track Reserve:

The progress will be measured, and the payment will be made for an agreed percentage of the total hectors in the BoQ.

Note\* - Hectors displayed in the BoQ per section are total hectors over the contract period of 3 month.

- The contractor in his rates shall also include cost of equipment and material used (e.g. refuse bags), traveling (including fuel), dumping at a legal sites and also his day labour rates.

There are five sections to be cleaned as specified in the BOQ, and each section requires a minimum number of labourers as outlined below.

|  |  |
| --- | --- |
| Section | Number of Employees |
| Langa – Bontheuwel | 33 |
| Nyanga – Phillip | 79 |
| Phillip – Mandalay | 79 |
| Mandalay – Khayelitsha | 79 |
| Khayelitsha – Chris Hani | 49 |

Additional Work:

See clause 14 of the E5 General Conditions of Contract

ANNEXURE 5

Part C2- PRICING DATA

C2.1 - Pricing Instructions

C2.1.1 Bill / Schedule 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.

iv) 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 Schedule of Quantities and Prices

C2.1.2.1 Measurement and Payment

C2.1.2.1.1 Measurement will only be made in terms of items listed in the Schedule of Quantities and Prices and payment will be done after invoices have been certified by the Manager or Technical Officer.

C2.1.2.1.2 Payment will be made within 30 days of invoice approval. Only fully completed sections will be measured/considered for payment

SCHEDULE OF QUANTITIES AND PRICES: Required Cleaning of Rail Reserve

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| SCHEDULE OF QUANTITIES AND PRICES | | | | | |
|  |  |  |  |  |  |
| ITEM | SECTION TO BE CLEANED | UNIT | QUANTITY | RATE (R ) | AMOUNT (R ) |
| PART A: TRACK RESERVE |  |  |  |  |
| A.1 | Langa to Bonteheuwel | ha | 7.01 |  |  |
| A.2 | Nyanga to Phillip | ha | 25.91 |  |  |
| A.3 | Phillip to Mandalay | ha | 24.84 |  |  |
| A.4 | Mandalay to Khayelitsha | ha | 22.58 |  |  |
| A.5 | Khayelitsha to Chris Hani | ha | 14.67 |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | | | |  |
|  | PART B: CLO |  |  |  |  |
| B.1 | CLO | SUM | 5 |  |  |
|  |  |  |  |  |  |
|  | Sub-Total | | | |  |
|  | PART C: SECURITY |  |  |  |  |
| C.1 | Security | SUM | 21 |  |  |
|  |  |  |  |  |  |
|  | Sub-Total | | | |  |
|  |  |  |  |  |  |
|  | Sub-Total | | | |  |
|  | | | | | |
|  | Total Amount (Excl. V.A.T) | | | |  |
|  | Amount of V.A.T (15%) | | | |  |
|  | Total Amount (Incl. V.A.T) | | | |  |

|  |  |  |
| --- | --- | --- |
| SUMMARY OF BoQ | | |
|  |  |  |
| Part | Description | Rand |
|  |  |  |
| A | TRACK RESERVE |  |
| B | CLO |  |
| C | SECURITY |  |
|  |  |  |
| Total amount (Excl V.A.T.) | |  |
| Amount of V.A.T. (15%) | |  |
| Total Tendered Amount (incl. V.A.T.) | |  |

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

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

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

ANNEXURE 6

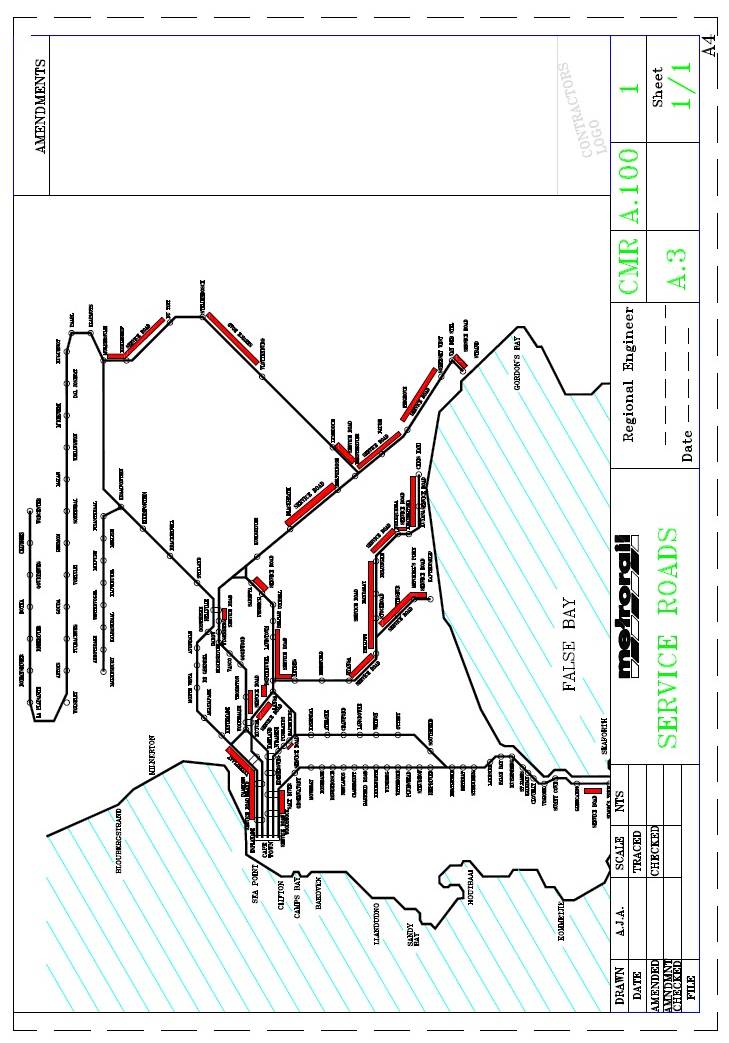
Part C4 - SITE INFORMATION

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

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

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

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



ANNEXURE P

SPECIFICATION E4E PRASA (2004)

PASSENGER RAIL AGENCY OF SOUTH AFRICA

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

(ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

1.1 The Contractor and PRASA are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.

1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by PRASA, on the Site and place of work for the duration of the Contract.

1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.

1.4 PRASA accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Services.

1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

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

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

(a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

(b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;

(c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

(d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

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

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

“contractor” means principal contractor and “subcontractor” means contractor as defined by the Construction Regulations, 2003.

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

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

2.7 “Health and Safety Plan” means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;

2.8 “Risk Assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

2.9 “the Act” means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

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

(a) includes the demolition of a structure exceeding a height of 3 metres; or

(b) includes the use of explosives to perform construction work; or

includes the dismantling of fixed plant at a height greater than 3m,

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

(a) includes excavation work deeper than 1m; or

(b) includes working at a height greater than 3 metres above ground or a landing.

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

3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.

3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.

3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

4. Special Permits

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

5. Health and Safety Programme

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

(i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

(ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

(iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

(a) The identification of the risks and hazards that persons may be exposed to;

(b) the analysis and evaluation of the hazards identified;

(c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;

(d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

(a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;

(b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;

(c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;

(d) the site access control measures pertaining to health and safety to be implemented;

(e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

(f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.5 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.6 The Contractor shall take reasonable steps to ensure that each subcontractor’s Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

5.7 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor’s, and/or subcontractor’s Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.8 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

5.9 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.

5.10 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.11 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.12 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.3 The fall protection plan shall include: -

(a) a Risk Assessment of all work carried out from an elevated position;

(b) the procedures and methods to address all the identified risks per location;

(c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;

(d) the training of employees working from elevated positions; and

(e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor’s Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.

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

ANNEXURE 1 TO ANNEXURE P

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

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

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

2. Principal contractor’s compensation registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3(a) Name and postal address of client:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Nature of the construction work:

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

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9. Expected commencement date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Expected completion date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated maximum number of persons on the construction site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

13. Name(s) of contractors already chosen.

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

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

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

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

Principal Contractor Date

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

Client Date

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

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

ANNEXURE 2 TO ANNEXURE P

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REQUIRED COMPETENCY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In terms of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

representing the Employer) do hereby appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As the Competent Person on the premises at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCEPTANCE OF DESIGNATION

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

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEXURE 3 TO ANNEXURE P

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

ANNEXURE 4 TO ANNEXURE P

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

SITE ACCESS CERTIFICATE

Access to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Area)

Name of Contractor/Builder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract/Order No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

In terms of your contract/order with

(Company)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby

acknowledge and accept the duties and obligations in respect of the Safety of the site/area

of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEXURE Q

PASSENGER RAIL AGENCY OF SOUTH AFRICA

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY

LINES AND NEAR HIGH VOLTAGE

EQUIPMENT

(E7/1 2012)



ISSUED BY : The Executive Manager

Asset Management and Development

PRASA

September 1999 Page i of iii Issue 1

SPK7/1

PASSENGER RAIL AGENCY OF SOUTH AFRICA

ANNEXURE R

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY

LINES AND NEAR HIGH VOLTAGE EQUIPMENT

(E7/1 2012)

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September 1999 Page ii of iii Issue 1

E7/1 2012

PASSENGER RAIL AGENCY OF SOUTH AFRICA

APPROVAL SHEET

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

PASSENGER RAIL AGENCY OF SOUTH AFRICA

E7/1 2012

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

(This specification shall be used in PRASA contracts)

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PRASA‘s contractors

1 DEFINITIONS

The following definitions shall apply:

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

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

Bond: A short conductor installed to provide electrical continuity.

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

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

Dead: Isolated and earthed.

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

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

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

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

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

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

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

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

Project Manager: The person or juristic person appointed by PRASA from time to time as the

Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.

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

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

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

PART A - GENERAL SPECIFICATION

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

2.1 The Contractor shall co-operate with the authorised personnel of PRASA or PRASA’S maintenance and/or operating Contractor and shall comply with all instructions issued and restrictions imposed with respect to the Services which bear on the presence and operation of PRASA or PRASA’S railway lines and high-voltage equipment.

2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of PRASA or PRASA, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of PRASA or PRASA assets or any person is affected. CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.

3. CONTRACTOR'S REPRESENTATIVES

3.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Engineer with the names, addresses and telephone numbers of the representatives.

3.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

3.3 The Responsible Representative shall be familiar with the contents and provisions of the ELECTRICAL SAFETY INSTRUCTIONS, copies of which they shall keep in their possession for the duration of the contract.

4. OCCUPATIONS AND WORK PERMITS

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

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

4.3 PRASA shall not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.

4.4 The Contractor shall submit to the Engineer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. PRASA or PRASA’S maintenance and/or operating Contractor does not undertake to grant an occupation or work permit for any particular date, time or duration.

4.5 PRASA or PRASA’S maintenance and/or operating Contractor reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8 above.

4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.

4.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit, but not exceeding the balance of the reduced occupation or work permit.

4.8 Reimbursement of the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Engineer certifies that no other work on which the labour and plant could be employed was immediately available.

4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Engineer written confirmation of the date, time and duration of the occupation including the specified conditions applicable.

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

5. SPEED RESTRICTIONS AND PROTECTION

5.1 When speed restrictions are imposed by PRASA or PRASA’S maintenance and/or operating Contractor because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.

5.2 When the Engineer considers protection to be necessary the Contractor shall, provide all protection including flagmen, other personnel and all equipment for the protection of PRASA or PRASA’s personnel and assets, the public and including trains. The Contractor shall arrange training and PRASA accreditation of the Contractor's flagmen and other personnel performing protection duties. The cost of the training shall be to the Contractor’s account. It remains the responsibility of the Contractor to protect his personnel and assets at all times.

5.3 The Contractor shall consult with the Engineer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in PRASA’s publication, PERMANENT WAY INSTRUCTIONS.

5.4 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by PRASA or PRASA’S maintenance and/or operating Contractor personnel providing protection.

6. ROADS ON PRASA OR PRASA PROPERTY

6.1 The Contractor shall use every reasonable means to prevent damage to any of the roads or bridges communicating with or on the direct route to the site and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as reasonably possible.

6.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Engineer has obtained the approval of the road authority concerned.

7. CLEARANCES

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

8. STACKING OF MATERIAL

8.1 The Contractor shall not stack any material closer than 3 metres from the centre line of any railway line or within 2.5 metres of the boundary fence without prior approval of the Engineer and considering the presence of any trackside equipment.

8.2 All stacking of material shall take place in accordance with the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and the ELECTRICAL SAFETY INSTRUCTIONS.

9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

A diagram of a track

Description automatically generated

Formation level

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

9.3 Where required by the Engineer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.

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

9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

10. FALSEWORK FOR STRUCTURES

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

10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Engineer a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Engineer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

11. PILING

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

12. UNDERGROUND SERVICES

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

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

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

13. BLASTING

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

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

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

13.4 The Contractor shall advise the Engineer of his intention to blast at least 21 days prior to the commencement of any blasting operations.

13.5 Before any blasting is undertaken, the Contractor and the Engineer shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any cracking or damage that exists. The Contractor, at his own expense shall make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Engineer, is a direct result of the blasting.

13.6 All claims shall be settled by the Contractor as soon as possible. Should unreasonable delays occur, the PRASA will have the right to settle any such claims and recover the costs from the Contractor.

13.7 Within a reasonable time after completion of the blasting, the Contractor shall obtain a written clearance from each landowner in the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties have been settled.

13.8 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).

13.9 Blasting within 500 metres of a railway line will only be permitted during intervals between trains. A person appointed by the Engineer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.

3.10 The flagmen described in clause 13.9 above, where provided by PRASA or PRASA’S maintenance and/or operating Contractor, are for the protection of trains and PRASA or PRASA property and personnel only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

13.11 The person described in clause 13.9 above will record in a book provided and retained by the Engineer the dates and times:

(i) when each request is made by him to the controlling station for permission to blast.

(ii) when blasting may take place.

(iii) when blasting actually takes place; and

(iv) when he advises the controlling station that the line is safe for the passage of trains.

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

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

14. RAIL TROLLEYS

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

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

15. ANCILLARY TRACKSIDE EQUIPMENT AND FACILITIES.

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

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

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

16. PENALTY FOR DELAYS TO TRAINS

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

17. COMPLIANCE WITH STATUTES AND REGULATIONS

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

(i) the OHS Act 85 of 1993, as amended;

(ii) the Explosive Act 26 of 1956, as amended;

(iii) the Workmen’s Compensation Act, 1941, as amended;

(iv) the Mines Health and Safety Act 29 of 1996, as amended;

(v) the ELECTRICAL SAFETY INSTRUCTIONS, as amended;

and all regulations framed under these acts.

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

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

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

18. TEMPORARY LEVEL CROSSINGS

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

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

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

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

18.4 The Contractor shall, at his own cost, take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the level crossing to himself and his employees, his sub-contractors and their employees, the staff of the PRASA and its maintenance and/or operating Contractor and to such other persons as the PRASA may permit, of whose identity the Contractor will be advised.

If ordered by the PRASA’s maintenance and/or operating Contractor, the Contractor shall, at his own cost, appoint persons to control road traffic using any temporary level crossing. Such persons shall stop all road traffic when any approaching train is within 750 m of the level crossing and shall not allow the road traffic to proceed over the level crossing until the lines are clear.

PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE

ELECTRICAL EQUIPMENT

1 GENERAL

1.1 This specification is based on the contents of Spoornet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract on request only. These instructions apply to all work near live high-voltage equipment maintained and/or operated by PRASA or PRASA’S maintenance contractor, and the onus rests on the Contractor to ensure that he obtains a copy.

1.2 The Contractor's attention is drawn in particular to the contents of Sections 1 and 2 of the publication ELECTRICAL SAFETY INSTRUCTIONS.

1.3 The publication ELECTRICAL SAFETY INSTRUCTIONS covers the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).

1.4 This specification must be read in conjunction with and not in lieu of the publication ELECTRICAL SAFETY INSTRUCTIONS.

1.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.

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

1.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of PRASA or PRASA’s maintenance contractor where this is necessary.

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

2. WORK ON BUILDINGS OR FIXED STRUCTURES

2.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earth Services of any kind above ground level situated within 3 metres of live high voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.

2.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Services.

2.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

3. WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING AND/OR UNLOADING

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

(i) the floor level of trucks;

(ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and

(iii) walkways between coaches and locomotives.

When in these positions, no person may raise his hands or any equipment or material he is handling above his head.

3.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.

3.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc. should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.

3.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.

3.5 Where the conditions in clauses 3.1 to 3.3 above cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the relevant authority at the Contractor’s costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the responsible Electrical Engineer in PRASA or PRASA’S maintenance contractor.

4. USE OF EQUIPMENT

4.1 MEASURING TAPES AND DEVICES.

4.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.

4.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.

4.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the senior responsible Electrical Engineer in PRASA or PRASA’S maintenance contractor, but these devices must not be used within 3 metres of live high-voltage equipment in rainy r wet conditions.

4.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 4.1.1 to 4.1.3 above are required.

4.2 PORTABLE LADDERS.

4.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

4.3 SERVICES FROM INSULATED VEHICLES AND TRESTLE TROLLEYS.

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

5. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

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

5.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

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

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

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

(i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.

(ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.

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

6.3 The provisions of clauses 6.1 and 6.2 above shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

7. USE OF WATER

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

8. USE OF CONSTRUCTION PLANT

8.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

8.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.

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

8.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.

8.5 Clauses 8.1 to 8.4 above shall apply mutatis mutandis to the use of maintenance machines of any nature.

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

9.1 If the Responsible Representative finds that the work cannot be done in safety with the high voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.

9.2 If a work permit is issued the Responsible Representative shall:

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

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

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

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

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

10. TRACTION RETURN CIRCUITS IN RAILS

10.1 Dangerous conditions can be created by removing or severing any bond.

10.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by an Authorised Person.

10.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Engineer at least 21 days written notice when removal of such bonds is necessary.

10.4 No work on the track, which involves interference with the traction return rail circuit, either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

11. BLASTING

11.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days’ notice of his intention to blast. The Electrical Officer (Contracts) shall then decide whether it is necessary to have an Authorised Person in attendance during such operations.

11.2 The terms of clause 13 of SPK7/1 Part A or clause 15 of the SPK7/2 Part A, as applicable, shall be strictly adhered to.

12. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY PRASA OR PRASA’S MAINTENANCE CONTRACTOR

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by PRASA or PRASA’S maintenance contractor, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and/or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

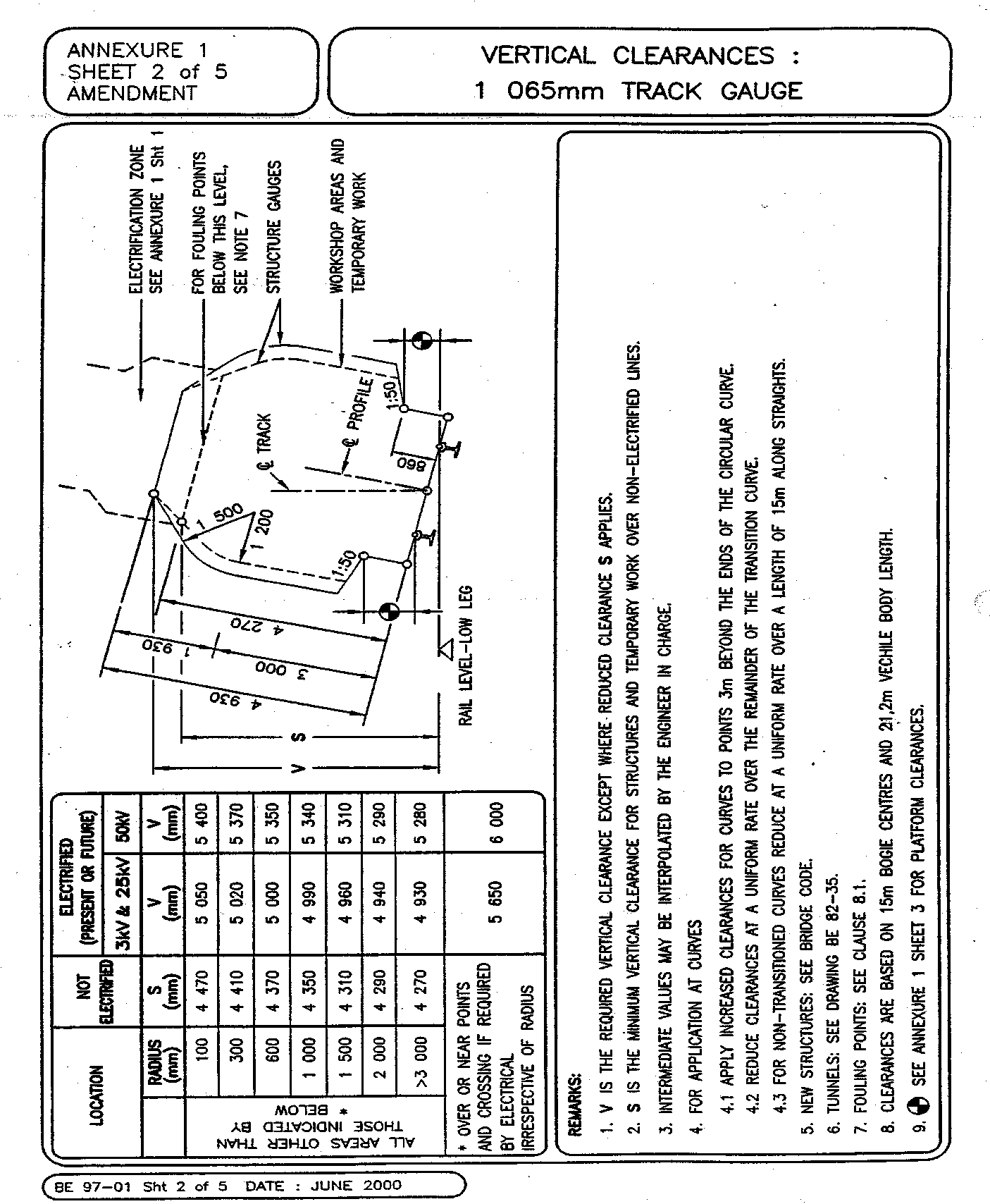
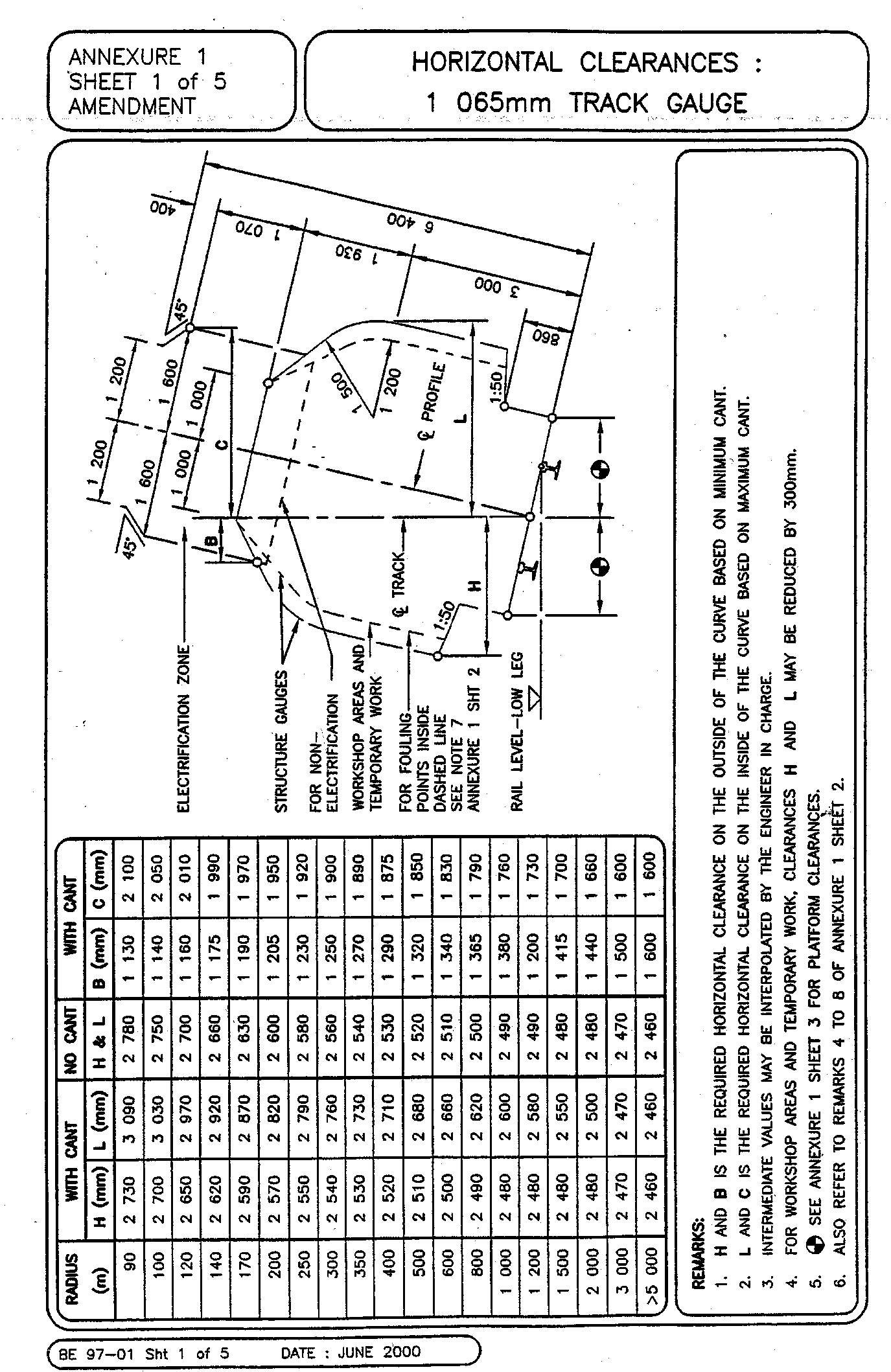
Such equipment includes:

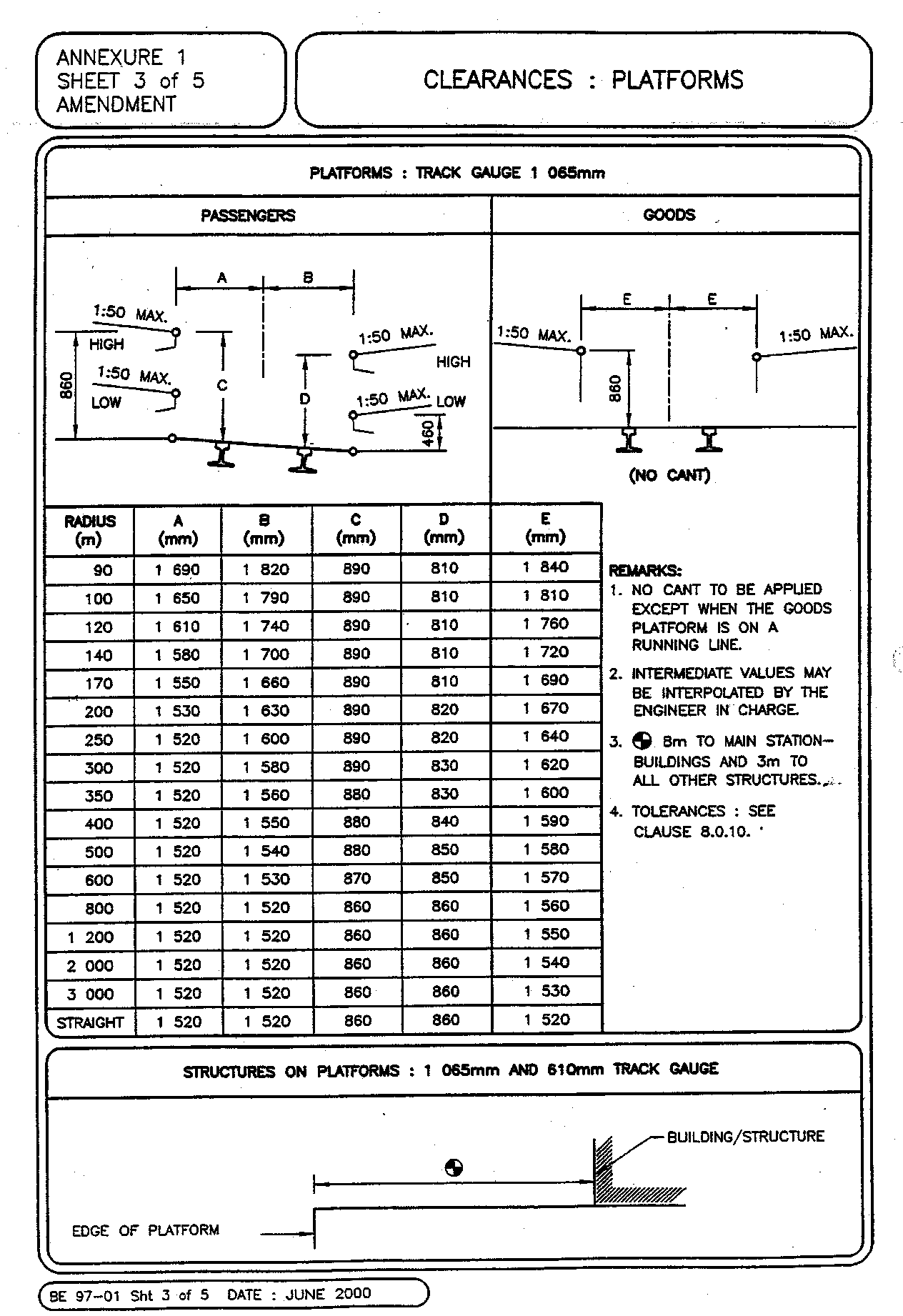
(i) Equipment of Electricity Suppliers.

(ii) the Contractor's own power supplies.

(iii) Equipment being installed by, but not yet taken over from the Contractor, and

(iii) Electrified Private Siding equipment.





Signed by THE CONTRACTOR at CAPE TOWN on this ……. day of ……..……………….. 20…..

in the presence of the undersigned witnesses.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AS WITNESSES: (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE BIDDER

(……………………………………..)

who warrants that he/she is

duly authorized to sign (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of THE CLIENT at …………………………………. on this ….. day of

……….………. 20…. in the presence of the undersigned witnesses.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AS WITNESSES: (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE CLIENT

(PASSENGER RAIL AGENCY

OF SOUTH AFRICA) (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…………………………………………………………………...

PARTICULAR SPECIFICATION

PASSENGER RAIL AGENCY OF SOUTH AFRICA LIMITED

PART 3 - E7/1 (July 1998)

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

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1. Horizontal clearances 1 065 mm gauge

2. Vertical clearances 1 065 mm gauge

3. Clearances 610 mm gauge

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1. DEFINITIONS

The following definitions shall apply:

Authorised Person. A person whether an employee of PRASA or not, who has been specially authorised to undertake specific duties in terms of 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.

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.

4.9 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

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.

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.

9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

9.1 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.

A diagram of a track

Description automatically generated

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

9.3 Where required by the 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.

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

9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

10. FALSEWORK FOR STRUCTURES

10.1 Drawings of falsework for the construction of any struc­ture over, under or adjacent to any railway line shall be submitted to the 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 1956 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.

The person described in 13.3 will record in a book provided and retained by PRASA the dates and times –

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.

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.

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

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

the floor level of trucks;

external walkways on diesel, steam and electric locomo­tives, steam heat vans, etc. and

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.

19.2 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.

19.3 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.

19.4 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.

Where the conditions in 19.1 to 19.3 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:

If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be super­vised by the Responsible Representative.

(ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precau­tions shall be taken to prevent contact with live high-voltage equip­ment.

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:-

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.

sign portion C of the permit before commencement of work;

explain to all persons under his control the limits within which work may be carried out and ensure that they fully understand these limits.

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

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.

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

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

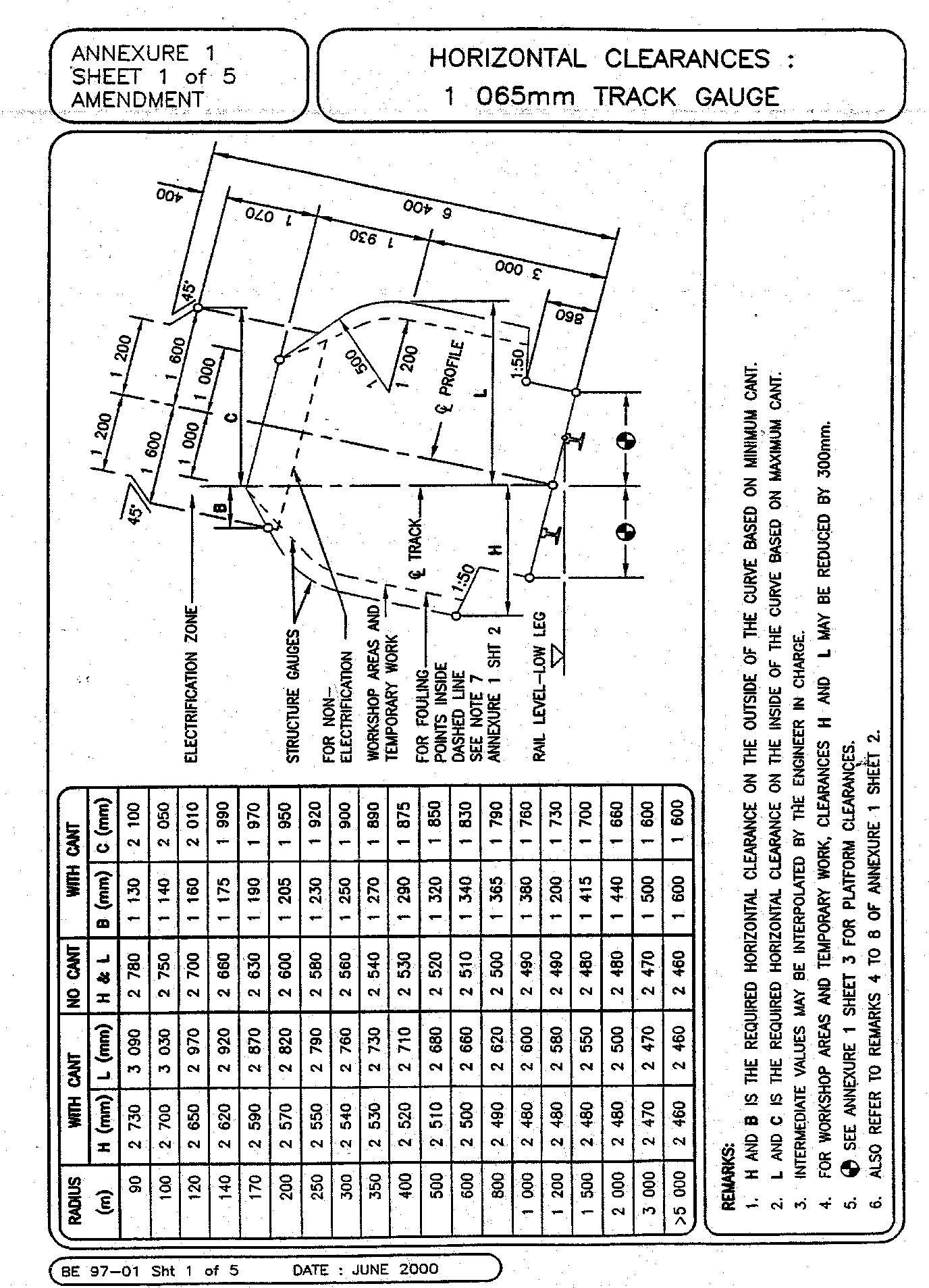
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by PRASA, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes:-

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.



A black and white diagram

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A blueprint of a building

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PART 4 - E4E

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

1.1 The Contractor and 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 1993 (the Act) and applicable Regulations.

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.

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.

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.

In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

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: -

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: -

the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.

the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling.

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

the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

“contractor” means principal contractor and “subcontractor” means contractor as defined by the Construction Regulations, 2003.

“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;

“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;

“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;

“Risk Assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

2.9 “the Act” means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

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

includes the demolition of a structure exceeding a height of 3 metres; or

includes the use of explosives to perform construction work; or

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:-

includes excavation work deeper than 1m; or

includes working at a height greater than 3 metres above ground or a landing.

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.

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.

Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

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.

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.

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 PRASA safety requirements and procedures.

4. Special Permits

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

5. Health and Safety Programme

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

The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

(ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

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.

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.

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:

the identification of the risks and hazards that persons may be exposed to;

the analysis and evaluation of the hazards identified;

(c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;

(d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

(a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;

(b)the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;

(c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;

(d) the site access control measures pertaining to health and safety to be implemented;

(e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

(f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

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.

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.

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.

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 organization, health and safety representative or any member of the health and safety committee.

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.

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.

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.

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

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;

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.

The fall protection plan shall include: -

A Risk Assessment of all work carried out from an elevated position;

the procedures and methods to address all the identified risks per location;

the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;

the training of employees working from elevated positions; and

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

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.

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.

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, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

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

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:

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

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

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

Exact physical address of the construction site or site office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of the construction work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Expected commencement date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expected completion date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated maximum number of persons on the construction site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Name(s) of contractors already chosen.

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

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

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

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

Principal Contractor Date

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

Client Date

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

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

ANNEXURE 2

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

SECTION/REGULATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REQUIRED COMPETENCY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| In terms of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I, | | |  |  |
| representing the Employer) do hereby appoint | |  | |  |
| As the Competent Person on the premises at |  | | | |
| (physical address) to assist in compliance with the Act and the applicable Regulations. | | | | |

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

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

Signature: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCEPTANCE OF DESIGNATION

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

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

Signature: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEXURE 3

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

DECLARATION

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

Signature: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

NB: Please forward sSECTION 11

SPECIFICATION/SCOPE OF WORK

Please see attached Specification Below

C1.1 Form of Offer and Acceptance

Offer

.

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

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

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

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

TERM CONTRACT – Maximum value of R               ,        or Three MONTH whichever comes first (in words)

Maximum value of R                  ,     or One month whichever comes first (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

amed as the contractor in the conditions of contract identified in the contract data.

Signature ……………………………….. Date ………………………….

Name ………………………………..

Capacity ………………………………...

For the tenderer

(Name and …………………………………………………………………………………………………

Address of

Organization) …………………………………………………………………………………………………

…………………………………………………………………………………………………

Name and

Signature

Of witness ………………………………… ………………………………

Acceptance

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

The terms and conditions of the contract are contained in:

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

Part C2: Pricing data

Part C3: Scope of work

Part C4: Site information

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

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

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

Signature ……………………………….. Date ………………………….

Name ………………………………..

Capacity ………………………………...

for the

Employer Passenger Rail Agency of South Africa, trading as Metrorail

Room 622A

1 Adderley Street

Cape Town

Name and …………………………………

Signature

Of witness ………………………………… Date …………..………………

Schedule of Deviations

Subject …………………………………………………………………………………………………

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

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

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

C1.2 Contract Data

Part 1

The General Conditions of Contract, hereinafter referred to as “the E5”, of the Passenger Rail Agency of South Africa is applicable to this contract a copy of which is included in part C1.3 of the Contract Data

The E5 makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The variations and additional clauses in the contract data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the E5.

Discrepancy in documents

In the event of any conflict between the Contract Data stated below and the E5, The Contract Data shall prevail

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

The address of the Employer is:

Physical: The Regional Manager

Metrorail

Room 622A

Propnet Building

1 Adderley Street

Cape Town

Tel. Number: (021) 449 2925

Fax Number: (021) 449 6300

Postal: P.O. Box 5446

Cape Town

8000

The name of the Project Manager is: Mrs Bulelwa Stofile

The address of the Project Manager is:

Physical: Technical Manager

Infrastructure (Perway)

Metrorail

Off Malta Road

Salt River

Tel. Number: (021) 818 7425

Fax Number: N/A

Postal: P.O. Box 5446

Cape Town

8000

Each item of data given below is cross referenced to the clause in the E5 to which it mainly applies.

THE VARIATIONS TO THE E5 ARE:

1. “Schedule of work and prices” shall mean Bill of rates/quantities

2. Cession, Delegation Or Assignment

Neither party shall cede or delegate any right or obligation under this agreement nor enter into any sub-contract of whatever nature for the execution thereof or part thereof without prior written consent of the other.

Should the Contractor be desirous to cede and/or assign any right or obligation in terms of this agreement to a third party or enter into a sub-contract in respect of the execution hereof, the Contractor shall forthwith supply Metrorail with such information as may be requested and required by Metrorail to enable it to make a decision.

The Contractor shall during the term of this agreement not be allowed to proceed with any of the following matters before the prior written consent of the Metrorail Divisional Acquisition Council has been obtained:

any transfer of any amount of shares of the Contractor;

any change in the composition of the Contractor;

any change in the ownership of the Contractor; or

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

any change on the BEE component of the contractor

6. Sufficiency of Tender

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

8. Hours of Work

For the purposes of this contract the following definitions shall apply:

“Normal Working-hours” shall mean the period from 07:00 to 16:30 on normal weekdays.

“After hours” shall mean the period from 0:00 to 07:00 and 16:30 to 0:00 on normal weekdays as well as the whole of Saturdays.

“Paid Public Holidays” shall mean all official holidays recognized by the Republic of South Africa as well as any additional holidays declared by the President of the Republic. For the purposes of compiling hourly rates a Sunday will be included under the rate for Paid Public Holidays.

10 Material and Labour to be supplied by Prasa/Metrorail

10.1 Metrorail will supply no material for the construction and completion of the works

Protection of the Contractor’s workmen is the sole responsibility of the contractor. Metrorail will provide induction training as well as training of the contractors flagmen free of charge. Metrorail will only provide protection of trains in instances where the safe passage of the 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,

20. Penalties for Late Completion

Should the Contractor fail to complete the work by the date as agreed per callout or within the period stipulated, he shall pay to Metrorail as penalties in terms of the Conventional Penalties Act of 1962 (as amended) the amount of R300.00 (three Hundred Rand) for each day or part thereof during which the Work remains incomplete. In addition the Client shall have the right to complete the work and to recover from the Contractor all the expenditure incurred in so doing.

THE VARIATION CLAUSES TO THE E5 ARE:

25. Payment

25.1 Payments

The Contractor shall supply to Metrorail its banking details for all payments. Payments will be made by Electronic Funds Transfer to the supplied Contractor’s bank details. Should the Contractor change its bank details, new bank details will be supplied to Metrorail and an allowance of 30 days will be allowed to load the new bank details into Metrorail’s system.

25.2 Settlement of account

The contractor shall, on or before the end of each month, submit to Metrorail tax invoices per individual work request, to be certified by both the contractor and the Client as correct, specifying the services rendered as per the site instruction and detailing the amount due and payable to the contractor. Value Added tax shall be shown separately on each invoice. Invoices shall be settled within 30 days from date of receipt of invoice.

THE ADDITIONAL CLAUSES TO THE E5 ARE:

30. Description of the Work

This contract covers • As-and-when Required Cleaning of Rail Reserve, hereinafter also referred to as the “Works,” and any other work arising out of or incidental to the above, or required of the contractor for the proper completion of the Works in accordance with the true meaning and intent of the contract.

Business Name

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

32. Special Authority

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

33. Contract Duration

The Contract will run for a period of 3 month or when the value of RXXXX been depleted whichever comes first including VAT. The contract period will be determined by adding the period specified above to the date that the tenderer received one completed original copy of the “Form of Offer and Acceptance” of the tender for the Works.

34. Work Cycle

Issue of Work

Work will be issued to the contractor by the Project Manager or the Technical Officer only.

Prioritisation and Response Time

All work issued will be prioritised by Metrorail as follows and will require the response time as stated:

|  |  |  |  |
| --- | --- | --- | --- |
| Priority | Definition | Response time | Work Complete |
| Urgent | Work that could result in loss of income for Metrorail or could become a danger to commuters or the public if not attended to. | Within 12 hours | Within 24 hours |
| Work request | Adhoc work | As per agreement | As per agreement |

Sub-contracting of Work

The contractor will only be permitted to sub-contract portions of the works with the prior written consent of the project manager. In all instances this shall be limited to specialized work for which the contractor does not have the required registration/s, capability and know-how in-house with which to undertake the works. Notwithstanding what is stated in the clause of the E5 the manager may elect to pre-approve certain specialist sub-contractors as listed in the Schedule of Sub-Contractors under Returnable Documents in order to speed up response times. The manager also reserves the right to withdraw such approval in which case prior written approval will again be required for the use of those sub-contractors.

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.

36. Site Diary

A book (size A5 with two carbon copies) is to be supplied by the contractor if requested by the Technical Officer and is to be kept on site, and is to be used daily by the Contractor to record events such as the weather, labour at work, progress etc. This book shall also be used for communication between the Contractor and the Technical Officer.

The contractor shall also record the following additional in the Site Diary on a daily basis:

All labour engaged on the site for each working day.

All plant engaged on the site for each working day.

Progress of the Works in (%) percent.

Construction In Confined Areas

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the contractor's construction plan. The tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at, around or through obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases. The contractor will be held responsible when working in confined areas for the repair, at his own cost, of damage caused by him to any asset or service indicated to him.

38. Indemnity

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

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

38.1.2 any act or omission of any or all of the Contractor’s members, employees, agents, representatives, and/or suppliers;

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

38.1.4 any harm, injury or death suffered or sustained by a commuter, where such harm arises from, is connected to or is caused by an act or omission of the Contractor’s employees, agents, representatives, or by an act of any third party where such act occurs near or within the proximity of any employee, agent, representative of the Contractor and such employee, agent, representative could or should have prevented same from occurring.

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

38.2.1 any damage to the Client’s property, whether movable or immovable;

38.2.2 loss, harm, or destruction of property belonging to the Client, whether movable or immovable;

38.2.3 liability in respect of any damage, loss, harm or destruction of property, whether moveable or immovable, belonging to commuters and/or third parties;

38.2.4 liability in respect of death, injury, unlawful/wrongful arrest, malicious prosecution, assault, defamation, unlawful search, illness or disease to commuters, the Client employees and/or third parties.

39. Insolvency

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

40. Confidentiality

40.1 The Contractor expressly undertakes to keep confidential and not to disclose to any person:

40.1.1 the details of this contract, the details of the negotiations leading to this contract, and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in his contract; and

all information relating to the business or the operations and affairs of the parties (together “confidential information”);

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

40.2 The Contractor agrees to keep all information confidential and to disclose it only to those officers, directors, employees, consultants and professional advisors in its employ who:

40.2.1 have a need to know (and then only to the extent that each such person has a need to know);

40.2.2 are aware that the confidential information should be kept confidential;

40.2.3 are aware of the disclosing party’s undertaking in relation to such information in terms of this contract; and

40.2.4 have been directed by the disclosing party to keep the confidential information confidential.

40.3 The undertakings given by parties in relation to the maintenance and non-disclosure of confidential information in terms of this contract, do not extend to information that is required by the provisions of any law, statute or regulation or during any court proceedings and subject to the provisions of this contract, the party required to make the disclosure has taken all responsible steps to oppose or prevent the disclosure of and to limit, as far as reasonably possible, the extent of such disclosure and has consulted Metrorail prior to making such disclosure.

41. Construction Programme

The Contractor shall submit a detailed construction programme and will only be for cyclic work only, Emergency and Adhoc work only if requested by the Technical Officer. The programme shall indicate commencement and completion dates in the form of a bar chart, together with all information relative to the sequence of operations and methods of construction as may be required by the Technical Officer.

PRASA LIMITED

GENERAL CONDITIONS OF CONTRACT (E5)

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

1.1 In this Contract, unless inconsistent with the context: -

ADVERSE SUBSURFACE CONDITIONS means any latent condition of an extraordinary nature and/or extent which exists under the site, but which could not reasonably have been foreseen by anyone experienced in the type of work tendered for, and which results in material and/or method of construction being so different from that which was contemplated at the time of conclusion of this Contract as to materially affect the cost of the WORKS and the sufficiency and/or applicability of the rates and/or prices in the Bill.

BILL means any document titled Schedule of Quantities, Bill of Quantities, Schedule of Prices or Schedule of Quantities and Prices, forming part of the documents constituting the Contract, either by incorporation into the Project Specification or as a separate document and by which the amount to be paid to the Contractor for the performance of the Works is ascertained or to be ascertained.

CONSTRUCTION PLANT means any machine, excluding a tool, and any vehicle, excluding a passenger vehicle, used on the site for the carrying out of the WORKS.

DAY shall mean a calendar day. Where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, the days between 16 December and 5 January (both days included) and the day from which the period concerned is stated to commence shall be excluded from the calculation of the number of days concerned.

DRAWINGS means all the drawings referred to in the contract documents, made by the Project Manager and furnished to the Contractor, or submitted by the Contractor and approved in writing by the Project Manager, any revisions of such drawings and any such other drawings as may from time to time be furnished or approved by the Project Manager.

EXECUTIVE OFFICER means the person appointed by PRASA from time to time as the EXECUTIVE OFFICER to act according to the rights, powers held by, and obligations placed upon him in terms of the Contract.

EQUIPMENT means any machine, appliance, apparatus, device or installation of a mechanical, electrical or electronic nature to be incorporated, provided or installed as part of the WORKS or any device used on site for the carrying out of the WORKS.

MATERIAL means any constructional substance or ingredient, which will form a permanent part of the WORKS, and the substances in or that has been removed from, excavations and earthworks.

NOMINATED CONTRACTOR means a Contractor appointed by PRASA in terms of clause 31.1.

NOMINATED SUPPLIER means a person, firm or company nominated by PRASA in terms of clause 32.1 hereof.

NORMAL WORKING HOURS means the hours of work, as determined by a wage regulating measure or statutory enactment for any trade or activity, in respect of which the basic minimum rate of pay is applicable and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the normal hours will be 07h00 to 17h00 Mondays to Fridays, including a daily meal break.

OPEN LINE means a railway line in use for the movement of railway traffic.

PROJECT MANAGER means 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.

PROJECT SPECIFICATION means any document titled Project Specification, Special Conditions of Contract and Specifications, Special Conditions and Specifications, or Special Conditions, forming part of the documents constituting the Contract and which stipulates the special contract provisions and specifications pertaining to the Contract.

SITE means the land and other place, including any river- or seabed, on, under, over, in or through which the WORKS are to be executed or carried out, and any other land or place made available by PRASA in connection with the WORKS.

SITE INSTRUCTION means any instruction, direction, order or clarification, other than a Variation Order, given by the Technical Officer or his duly authorised deputy, by way of the Site Instruction Book.

TECHNICAL OFFICER means 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. TEMPORARY WORKS means any work(s) or installation(s) required for or concerning the construction or installa­tion of the WORKS but not forming part of the permanent WORKS.

TOOL means any instrument, powered or otherwise, which is accepted as a hand tool by the industry concerned and which is normally used in a manual operation.

VARIATION ORDER means a written order given by the competent PRASA authority in terms of clause 14.11 hereof, and also in the form of a written addendum by which new and/or adjusted rates and/or prices are incorporated into the Contract in terms of clause 30.9 hereof.

WORKS means the works to be executed in terms of the Contract.

1.2 Where the context requires, a word importing the singular also includes the plural and vice versa and the male gender likewise includes the female gender.

The clause headings in these general conditions of contract are not deemed to be part thereof and will not be taken into consideration in the interpretation of the Contract.

Any grant by PRASA or the Contractor (the grantor), or by any of the persons authorised to act on their behalf, to the other of any concession, waiver, condonation or allowance shall not, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

The law which is to govern the Contract and in terms of which the Contract is to be interpreted shall be the law of the Republic of South Africa unless otherwise stated in the Project Specification.

1.6 Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 shall be dealt with as follows:

1.6.1 In Tendering;

Value-added tax shall not be included in the tendered rates and prices.

1.6.2 In payment.

Value-added tax shall not be reflected on monthly contract payment certificates but paid separately on the presentation of a tax-invoice by the Contractor.

The value of the work reflected on the tax-invoice must corre­spond with the nett amount indicated on the contract payment certificate.

1.6.3 Changes to the VAT rate will be dealt with in accordance with sections 67 and 67A of the Act.

2. CESSION, ASSIGNMENT AND SUBCONTRACTING

2.1 The Contractor shall not cede or assign the Contract or any part thereof without the prior written approval of the Executive Officer.

2.2 The Contractor shall not enter into any subcontract without the prior written approval of the Project Manager, which approval will not unreasonably be withheld. The subcontractor, in respect of whom approval is so granted and his employees or workmen, shall for all the intentions and purposes of the Contract, be deemed to be workmen of the Contractor, as provided in clause 7 hereof.

2.3 Approval given in terms of clauses 2.1 and 2.2 hereof shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any subcontractor or any of his employees.

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

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

2.4.2 any change in the composition of the Contractor;

2.4.3 any change in the ownership of the Contractor; or

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

2.2.5 any change on the BEE component of the Contractor.

3. CONTRACTOR'S GENERAL OBLIGATIONS

3.1 The Contractor's general obligations under the Contract comprise the design (to the extent stipulated in the Contract), construc­tion, manufacture, installation, completion and maintenance of the WORKS and, unless otherwise stipu­lated, the provision at his own expense of all supervision, labour, plant, tools, equipment, material, transport, consumable stores, services, samples and temporary works, and everything, whether of a temporary or permanent nature, required in and for the construction, installation, completion and maintenance of the WORKS.

3.2 Where the Contract expressly provides that part of or the whole of the WORKS shall be designed by the Contractor, he shall, notwith­standing any approval of the Project Manager, be liable for any error or deficiency in such design and in any drawing or document supplied by him in respect thereof, and for any loss or damage arising out of such error or deficiency.

3.3 Save in respect of PRASA's design of the WORKS or specified method of construction and proprietary brand materials, the Contractor shall, and hereby does indemnify PRASA against -

(i) liability for infringement of any patent, design, trade mark, name, or other protected right; and

(ii) any legal costs or disbursements incurred in connection with any of the matters referred to in subparagraph (i) hereof, whenever the liability contemplated in sub-paragraph (i) hereof is due to or arises out of anything done, omitted or undertaken, or the use of any plant, process, machine or material, in terms of or for the purpose of the Contract.

The indemnification shall cover all claims, demands proceedings, damages, costs, charges and expenses in relation thereto and arising therefrom.

4. DRAWINGS

4.1 The drawings will remain in the sole custody of the Technical Officer. Three copies thereof will be furnished to the Contrac­tor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in writing to the Technical Officer of any further drawing or specification that may be required for the execution of the WORKS.

One copy of the drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the site, and shall at all reasonable times be available for inspection and use by the Technical Officer and his deputies appointed in terms of clause 13.2 hereof.

4.2 Where the design of the WORKS or part of the WORKS is done by the Contractor, he shall, unless otherwise directed, submit paper prints, in triplicate, of all plans or drawings of such WORKS to the Project Manager whose written approval must be obtained before the work concerned is commenced. Such approval shall be subject to clause 3.2 hereof.

4.3 Scaled dimensions are not to be used, and where no figure dimensions are given on the drawings or in the Bill or any specifications, the Technical Officer is to be requested in writing for an instruction regard­ing the correct dimensions.

4.4 The Contractor shall, in accordance with the Technical Officer's written instructions, maintain a register on site of all drawings and revisions thereof in the chronological order in which they are delivered to him or approved in terms of clause 4.2 hereof.

4.5 The Contractor shall timeously and carefully examine all drawings and shall immediately notify the Technical Officer in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the work.

4.6 The Contractor hereby grants to PRASA a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act, 1978 –

(i) to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the Contractor, other than under the direction or control of PRASA, in connection with the WORKS.

(ii) to make free and unrestricted use thereof for its own pur­poses;

(iii) to provide copies thereof to consultants to be used by them for consultations and consulting services to PRASA.

(iv) to provide other parties with copies thereof where tenders are invited by PRASA.

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

No separate or extra payment shall be made by PRASA in respect of any non-exclusive licence granted in terms hereof.

5. SITE AND SUFFICIENCY OF TENDER

5.1 The Contractor shall be held to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his tender as to the nature of the ground and sub-surface, the underground services, the form and nature of the site, the extent and nature of the WORKS, the quantities and the materials necessary for the completion of the WORKS, the means of access to the site, the accommodation and camping sites he may require, and in general, to have obtained all requisite informa­tion as to the risks, contingencies and other circum­stances including the local climatic conditions and environmental requirements which may influence or affect his tender.

5.2 Disclosure by PRASA of any information in respect of investigations into or exploratory work of whatever nature in regard to the site of the WORKS, either by reference to such investigation or exploratory work or reports thereon, or by inclusion of information in the tender/contract documents, shall not relieve the Contractor of his obligations under clause 5.1 hereof.

5.3.1 The Contractor shall be held to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the Bill. These rates and prices shall be sufficient to cover all his obligations under the contract and everything necessary for the proper completion and maintenance of the WORKS, and shall not be conditional upon the correctness of any opinion or interpretation given in any information disclosed or provided by PRASA.

No claim by the Contractor will be considered in respect of any of the rates and prices being insufficient or inapplicable on account of the materials, methods of construction and site and/or subsurface conditions being different from those assumed by him in tender­ing for the Contract, except in the case of adverse subsurface conditions.

5.4 If, during the execution of the WORKS, the Contractor encounters or becomes aware of adverse subsurface conditions which in his opinion give rise to a claim in terms of clause 5.3.2 hereof, he shall notify the Project Manager within 2 days of the occurrence thereof.

The Contractor shall, within 14 days of giving such notification, deliver to the Project Manager full particulars of such claims or intended claims, with copies thereof to be delivered to the Technical Officer, stating: -

(i) the nature and extent of the adverse subsurface conditions encountered;

(ii) what effect they will have on the work and completion time of WORKS;

the extent to which the sufficiency and/or applicability of the rates and prices in the Bill are affected thereby and

(iv) whether or not he intends to lodge a claim in terms of clause 5.3.2 hereof.

(v) Unless or until otherwise instructed by the Project Manager the Contractor shall continue with the execution of the WORKS and carry out such work as may be reasonable in the encountered subsurface conditions.

5.5 The Project Manager, shall, upon receipt of the Contractor's notification and particulars of claims or intended claims, in terms of clause 5.4 hereof, after having examined the site and the subsurface and after having considered the claims and the Technical Officer's comments and recommendations in respect thereof, report the circumstances to the Executive Officer, together with his own comments and recommendations. Thereafter, and subject to a special mandate from the Executive Officer, he may, either;

(i) instruct the Contractor to suspend the further execution of the whole or part of the WORKS pending further investigation and redesign of the whole or part of the WORKS and determination of additional remuneration and additional time for executing the work in the adverse subsurface conditions encountered, all in terms of clauses 14.11, 17.2 and 30 hereof, or

(ii) instruct that the Contractor continues with the whole or part of the WORKS on the basis that the effect of the adverse subsurface conditions will constitute a variation to be dealt with in terms of clauses 14.11, 17.2 and 30 hereof, or

(iii) notify the Contractor that the contract is terminated in terms of clause 38.1.3 hereof.

Any instruction or notification, given in terms hereof shall not in any way affect or diminish the Project Manager's right to reject or deny the Contractor's claims in part or in full, should he disagree with any aspect thereof.

5.6 PRASA will make the site available to the Contractor in accordance with the programme of work submitted and approved in terms of clause l4.6 hereof. The site the Contractor occupies shall be as pointed out or agreed to by the Technical Officer or as shown on the drawings. The Contractor shall make his own arrange­ments for occupation or use of any area outside the designated site.

5.7 The Contractor shall clear the site of the WORKS to enable him to carry out and complete the Contract.

5.8 Should it be necessary to maintain, discontinue, disconnect, remove or relocate any installation or service on, under or above the site, the Contractor, with the prior approval of the Technical Officer and other person or authority concerned, shall cause it to be maintained, discontinued, disconnected, removed or relocated as the case may be in such a manner as may be required either by the owner of a private installation or by the local authority or statutory authority in the case of a public utility installation. The Contractor shall be responsible for sending all requisite notices to any person or authority concerned, and for making arrangements for the maintenance, discontinu­ance, discon­nection, removal or relocation of the said installa­tion or service as the case may be.

The Contractor shall be responsible for the payment of any fee or charge that may become payable to any person, local authority or statutory authority concerned in connection with any of the above-mentioned matters or arrange­ments. PRASA will reimburse the Contractor for these payments unless otherwise stipulated in the contract documents. Any alteration required to an installation controlled by PRASA or Telkom S.A. Limited will be arranged by PRASA at no cost to the Contractor. Where the existence or location of a service or installation was unknown or unforeseeable, the Technical Officer may order the removal or relocation thereof by the Contractor as a variation to be dealt with in terms of clauses 14.11 and 30, or on day works in terms of clause 16 hereof.

5.9 All fossils, coins, articles of value or antiquity and struc­tures or other remains or things of archaeological interest discovered on the site shall, as between PRASA and the Contractor, be deemed to be the absolute property of PRASA.

The Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, inform the Technical Officer of such discovery and carry out the Technical Officer's orders as to the disposal thereof where necessary, at the expense of PRASA as a variation order in terms of clauses 14.11 and 30, or on a day works basis in terms of clause 16 hereof.

The Contractor shall not advertise or trade on PRASA prop­erty unless the written authority of the Project Manager has first been obtained. All information to be displayed on notice and advertising boards on the site regarding the nature of business to be conducted by the Contractor shall be submitted for approval before the boards are erected or trading is commenced.

6. ACCESS, RIGHTS-OF-WAY AND CAMPSITES

6.1 Where entry onto PRASA's property is restricted, permission to enter will be given only for the purpose of carrying out the WORKS and will be subject to the terms and conditions lay down by PRASA.

6.2 The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-way over private property to the site of the WORKS, and for access within the boundaries of PRASA's property. The owners of private property to be traversed shall be approached and treated with tact and courtesy by the Contractor, who shall, if necessary, obtain a letter of introduction to such property owners from the Technical Officer.

The Contractor shall be responsible for the closing of all gates on roads and tracks used by him or his employees. Except with the prior appro­val of the Technical Officer and the owner or occupier of any private land to be traversed, the Contractor shall not cut, lower, damage, remove or otherwise interfere with any fence or gate which is either on PRASA's property or on private property and which restricts access to the WORKS. Where such approval has been given, the Contractor shall prevent entry of animals or unauthorised persons onto PRASA's or private property, and shall make the fences safe against trespass at the close of each day's work.

6.3 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation.

6.4 When access is no longer required, and before completion of the WORKS, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the WORKS to the satisfaction of the Technical Officer and shall furnish the Technical Officer with a certificate signed by the owner and occupier of land over which he has gained access to a campsite, workplace and the WORKS, certifying that the owner and occupier have no claim against the Contractor or PRASA arising from the Contractor's use of the land. Should the Contractor be unable to obtain the required certificate, he shall report the circumstances to the Technical Officer.

6.5 Security fences erected in the vicinity of commuter stations shall not be cut or interfered with in any way without the express approval of PRASA

7. WORKMEN

7.1 All persons employed by the Contractor to carry out the Contract shall be competent, responsible and of good character.

7.2 If, in the opinion of the Technical Officer, any person employed by the Contractor is inefficient, negligent, disrespectful or objectionable, the Technical Officer may, after consultation with the Contractor, instruct that such person be removed from the WORKS.

7.3 During the currency of the Contract, the Contractor shall not approach any employee of PRASA with a view to offering him employment in any capacity whatsoever.

7.4 The Contractor shall, upon request, provide the Technical Officer with a weekly statement of the number of persons employed on the WORKS each day by the Contractor and any subcontractor, the capacity in which employed and the total number of hours worked in that week for each grade of staff separately. The statement shall be supported by documentary evidence when so required by the Technical Officer.

8. HOUSING OF EMPLOYEES

8.1 The Contractor shall make his own arrangements for the housing of his employees.

8.2 Where the Contractor accommodates his employees in an area under the jurisdiction of a local authority, he shall observe all the requirements of the controlling authority.

8.3 Fouling of the area inside or outside PRASA's boundaries must be prevented. The Contractor may be called upon by the Technical Officer to dispose of any foul or waste matter.

9. HOURS OF WORK

9.1 The Contractor shall confine his work to normal working hours except when work outside these hours is: -

- specifically provided for in the Contract, or

- permitted by the Technical Officer at the Contractor's request, or

- ordered by the Technical Officer, or

- normally carried out in multiple shifts.

9.2 When the Contractor proposes to work outside normal working hours, he shall apply to the Technical Officer at least seven days before he proposes to introduce such working. Permission will not be withheld unreasonably, and will be subject to such conditions as the Technical Officer may impose to protect PRASA's interests. Such permission may be withdrawn at any time. The Contractor shall not be entitled to any claim for additional payment arising from either the refusal to permit such working or the granting of such permission or withdrawal of permission.

9.3 Where the Contractor is ordered to work outside normal working hours, and where no specific provision exists in the Contract for such work, the work shall be carried out in terms of clause 16.1 hereof.

10. COMPLIANCE WITH STATUTES AND SAFETY RULES

10.1 The Contractor shall comply with all applicable legislation and PRASA safety requirements. The costs of such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices in the Contract.

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

(i) The Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993); The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

The Occupational Health and Safety Act (Act 85 of 1993); The Contractor is in terms of section 37(2) of the Occupational Health and Safety Act 85 of 1993, d­eemed to be an employer in his own right with duties as prescribed in the Act, and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the Contract. The agreements in this Contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

The Explosives Act (Act. 15 of 2003) as amended; The Contractor shall when applicable, furnish the Project Manager with copies of the permits authorising him or his employee, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

(iv) The Labour Relations Act, 1995 (Act No. 66 of 1995);

(v) The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);

(vi) The Employment Equity Act, 1998 (Act No. 55 of 1998);

(vii) Value-added Tax Act, 1991 (Act. No. 89 of 1991);

(viii) Income Tax Act, 1962 (Act No. 58 of 1962);

(ix) National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002); and

(x) Provincial Ordinances and Local Authority By‑laws, and all relevant Regulations framed there under having an effect on his business or the operator provided in terms of this agreement.

10.3 The Contractor shall comply with the current PRASA Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the Technical Officer,

- documentary proof of his procedural compliance with the Act and

- particulars of the Health and Safety Programme to be implemented on the site in accordance with the Specification E.4E.

The Contractor's Health and Safety Programme will be subject to agreement by the Technical Officer, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.

10.4 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment - E7/1, if applicable, and shall take particular care of the safety of his employees working on or in close proximity to a railway line during track occupations as well as under normal oper­ational conditions. He shall also comply with all other safety requirements, regulations and guidelines of PRASA appli­cable to the nature of WORKS carried out under the Contract, and as instructed by the Technical Officer from time to time.

10.5 In addition to compliance with clause 10.2 hereof, the Contrac­tor shall report all incidents contemplated by Section 24 of Act. 85 of 1993 to the Techni­cal Officer. Any incident resulting in the death of or injury to any person on the WORKS shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

CONSTRUCTION PLANT, EQUIPMENT AND MATERIAL

11.1 The Contractor shall supply and use suitable and sufficient construction plant, tools, equipment and material as may be required to carry out the WORKS efficiently. Only the construction plant, tools, equipment and material which are required for this purpose shall be brought onto the site and shall be stored, stacked or erected in such a way as not to interfere with other work or traffic. The Contractor shall furnish statements showing details of construction plant, tools, equipment and material employed or used on the WORKS on a day to day basis indicating types, numbers, quantities, hours worked, idle time, etc. all as stipulated in the Project Specification or as directed by the Technical Officer.

11.2 PRASA will not be responsible for any loss of or damage to any such plant, tools, and equipment or material, excepting loss or damage of which the proximate cause is the negligence of PRASA or its employees.

11.3 No construction plant, tools or equipment brought onto the site shall be removed from the site without the written consent of the Technical Officer, which consent will not be withheld unreason­ably.

11.4 PRASA shall, in the case of material breach of the Contract by the Contractor and cancellation thereof by PRASA in terms of Clause 37, have a lien over all the Contractor's site establishment and temporary buildings, construction plant, tools, equipment and material brought onto site by the Contractor or on his behalf.

11.5 The Contractor shall take all reasonable care to prevent loss of or damage to any material supplied by PRASA and shall use the material in the most economical way. Materials supplied by PRASA shall at all times be and remain the property of PRASA. Material lost or damaged through negligence on the part of the Contractor or his employees shall be made good by the Contractor, or the value thereof will be deducted from money falling due to him.

Receipts for all material supplied by PRASA shall be provided by the Contractor at the time of delivery thereof.

Material supplied by PRASA, which has become surplus to requirements, shall be handed back to PRASA and receipts obtained therefore.

When trucks consigned to PRASA or the Contractor are to be off-loaded by the Contractor, the Technical Officer will give the Contractor at least 24 hours notice of the place and expected date and time of placing of trucks for off-loading.

The Contractor shall off-load the trucks as expeditiously as possible, but if he fails to off-load any truck within 24 hours of it being placed for off-loading, he shall be liable to pay the penalties specified in the Project Specification for all the time between the expiry of the 24 hour period allowed and the time the truck is finally off-loaded.

As soon as he has off-loaded any truck, the Contractor shall advise the nearest trains operations centre and the Technical Officer giving the date, time and the number of the truck off-loaded.

The same conditions and penalties will apply to empty trucks into which the Contractor is to load released material or material supplied by PRASA surplus to requirements.

11.9 PRASA will not provide any rolling stock, plant or equipment for use on the contract works, save where such provision is expressly agreed to in terms of a special provision of the Contract, in which case the provision of such rolling stock, plant and equipment and the use thereof shall be subject to the following terms and conditions.

(i) Specialised items of rolling stock essential to the WORKS, together with the necessary locomotive will be provided at the cost of PRASA.

(ii) The use of such rolling stock shall be limited to the periods and sections of track indicated by PRASA.

(iii) The Contractor shall pay PRASA a penalty for the use of the specified rolling stock for any period in excess of that determined in terms of paragraph (ii) hereof. The penalty shall be a fixed hourly charge based on the estimated all-inclusive hourly cost.

(iv) The Contractor shall not use the rolling stock for purposes other than for those expressly stipulated in the Project Specification without permission of the Technical Officer.

Should the Contractor wish to hire from PRASA rolling stock other than that envisaged herein with or without a locomo­tive, or any other plant and equipment, for the purpose of the fulfilment of the Contractor's obligations under the Contract, a request from the Contractor to such effect will not be unreasonably refused by PRASA, provided that the parties are able to reach agreement as to the terms and condi­tions of such hire.

12. TRANSPORT

12.1 PRASA shall have the right of first refusal to contract for the provision of its rail, road, air and harbour services for the transport of material, plant, equipment and personnel required for the purposes of the Contract, both nationally and interna­tionally, when applicable.

The use by the Contractor of such services shall be subject to the tariffs and conditions of contract applicable to the use of such services.

13. SUPERVISION

13.1 The Technical Officer will provide overall technical superin­tendence of the WORKS, and may direct the Contractor in terms of the provisions of the Contract or in respect of any measures which the Technical Officer may require for the operations of PRASA, the safety of trains, property and workmen of PRASA, and for the safety of other property and persons. The Contractor shall carry out the directions of the Technical Officer. The superintendence exercised by the Technical Officer, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by PRASA or by the Technical Officer of the legal and other responsibilities of the Contractor in carrying out the WORKS.

13.2 The Technical Officer may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in writing of such delegation, the Contrac­tor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Technical Officer.

13.3 The Contractor shall exercise supervision over the WORKS at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the WORKS, and shall exercise personal supervision on behalf of the Contractor. The Technical Officer shall be notified in writing of such appoint­ment which will be subject to his approval.

13.4 The Contractor or his duly authorised agent shall be available on the site at all times while the WORKS are in progress to receive the orders and directions of the Technical Officer.

14. EXECUTION OF WORK

14.1 The Contractor shall, before commencing work, ascertain from the Technical Officer whether overhead or underground electrical conductors are affected by the WORKS, and he shall ensure that any precautionary measures required by the Technical Officer are strictly observed.

14.2 The Contractor shall be responsible for the detailed siting of his temporary buildings and stocks of material. Where such siting is on PRASA property, the Contractor shall occupy only the sites indicated to him by the Technical Officer.

14.3 The Technical Officer will supply the basic lines and levels for the WORKS. These shall be maintained and protected by the Contractor, who shall arrange for their replacement at his own cost if dis­turbed. The Contractor shall set out the WORKS from such lines and levels. The Contractor shall check the basic lines and levels supplied by the Technical Officer and, if any errors are found, shall notify the Technical Officer of such errors. He shall not do any further setting out or carry out any of the WORKS until these errors have been corrected.

Should the Technical Officer assist the Contractor at any time by setting out any portion of the WORKS, this will be at the entire risk and responsibility of the Contractor. Such setting out of the WORKS shall not relieve the Contrac­tor of his responsibility for the correct setting out of the WORKS or provide any basis for a claim by the Contractor against PRASA. Any error by the Contractor in the setting out of the WORKS, at whatever time it may be discovered, shall forthwith be rectified by the Contractor at his own expense.

14.4 All instructions to the Contractor will 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 A4 size triplicate carbon copy books. In one book, site instructions will be recorded. The other book shall by used by the Contrac­tor as a diary for recording day by day the state of the weather, the work done each day 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, when it shall be handed over to the Technical Officer.

14.5 Except as provided for in clause 40 hereof, the Contractor shall not communicate with the Project Manager or the Executive Officer except through the Technical Officer.

A programme of work showing the order thereof shall be submitted for approval as follows:

14.6.1 The Contractor shall, within 3 weeks of the date of acceptance of his tender, submit a programme of work in the form of a bar chart or other means acceptable to the Technical Officer, showing, inter alia, the duration, expected delivery dates of materials, plant and equipment, and the starting and completion dates of each major activity in the Contract. Where the activity is ongoing and not of a one-off nature the proposed weekly production rate shall be indicated.

14.6.2 A cash flow diagram showing the estimated monthly value of work based on the programme shall be submitted with the programme.

14.6.3 The programme will be subject to approval by the Technical Officer, but such approval will not relieve the Contractor of his obligations to undertake the work in an order and manner to ensure proper completion by the date/s specified in the Contract.

14.6.4 The Contractor shall, on an ongoing basis during the course of the Contract, monitor his progress against the programme which shall be reviewed and updated when necess­ary with the consent or at the direction of the Technical Officer. Details of such progress control shall be provided to the Technical Officer. Except where the provisions of clauses 17.1 to 17.7 and 28 hereof apply, a revision of the programme will not relieve the Contrac­tor of his obligation to complete the WORKS by the specified date/s.

Neither the submission by the Contractor nor the approval by the Technical Officer of a revised programme shall imply either that the Contractor is in any way relieved of his obligations in terms of the Contract, or that he is entitled to any extensions of time or compensa­tion.

14.7 Should the Technical Officer, at any time, be of the opinion that the rate of progress of the WORKS or any part thereof is too slow to achieve the completion of the WORKS or any part thereof by the stipulated date or such extended date of comple­tion as may have been determined in terms of clauses 17.1 to 17.7 and 28 hereof, and that such lack of progress will have a serious adverse effect on any of PRASA's interests or activities, he may notify the Contrac­tor in writing, but the Contractor shall not be relieved of his obliga­tions if such notice is not given.

The Contractor shall thereupon take steps to expedite progress to complete the WORKS or any part thereof by the stipulated date or extended date of completion. The Contractor shall advise the Technical Officer in writing immediately it becomes apparent to him that there will be a delay in the execution of the WORKS.

14.8 The Contractor and his employees shall give, without addi­tional remuneration, safe and proper facilities as and when required to authorised officers of PRASA to enable them to inspect the WORKS or to perform any other duties or functions connected with the WORKS. The Contractor shall allow the Technical Officer access to workshops or other places where work is being prepared for the Contract, for the purpose of inspecting such work.

14.9 Specialist advisors may be appointed by PRASA in connec­tion with matters relating to specialist portions of the WORKS or special work which may be required to be executed on the WORKS. Such specialist advisors will be referred to in the Project Specifica­tion by appropriate designa­tions describing the nature of their functions.

Any instruc­tion of such specialist advisor which involves a variation to or departure from the Contract, will be given in writing to the Contractor through the Techni­cal Officer provided, however, that should an emergency arise during the execution of the WORKS, the advisor concerned will have authority to give instruc­tions direct to the Contrac­tor on behalf of PRASA for taking such steps as he may deem necess­ary to deal with such emergency.

The Contrac­tor shall carry out these instructions which will be con­firmed in writing by the Technical Officer within 7 days after the date that they were given. In the absence of receipt of such confirmation, the Contractor shall notify the Technical Officer, in writing, within the following 7 days that he has received such instruc­tions from the specialist concerned.

14.10 The Project Manager may, at any time, execute or cause to be executed by persons other than the Contractor, any portion of the WORKS if he considers it necessary to carry out such portion of the WORKS to accelerate the programme for completion of the WORKS or in the interest of safety or to suit the requirements of PRASA. The portion of the WORKS executed by the Project Manager or by persons other than the Contractor shall be treated as an omission and the provi­sions of clauses 14.11, 30.1 and 30.2 hereof shall apply.

14.11 The Project Manager and, by his authority, the Technical Officer may order alterations, extras, additions to or omissions from the WORKS.

14.11.1 Such orders shall include, but not be limited to, any variation of the form, quality, quantity or execu­tion of the WORKS or any part thereof that may in the Project Manager's discretion be necessary for the purposes of PRASA and/or for dealing with changed circum­stances and conditions such as those provided for under clauses 5.3.1 to 5.5 hereof. These orders may, inter alia, result in: -

(i) an increase or decrease in the quantity of any work,

(ii) an omission of any work,

(iii) a change in the design, character, quality or kind of any work,

(iv) a change in the levels, lines, position and dimensions of any part of the WORKS,

(v) the execution of additional work of any kind necessary for comple­tion of the WORKS,

(vi) a change in any specified or approved sequence or timing of construc­tion of any part of the WORKS,

(vii) a suspension of the execution and/or construction of the whole or part of the WORKS or

(viii) a change in the method of construction and/or execution of the WORKS.

14.11.2 The Contractor shall carry out or give effect to the orders of the Project Manager or Technical Officer in accordance with the drawings and specifications that may from time to time be issued in conjunction with such orders. The Contractor shall obtain written confirmation of all verbal orders given to him.

14.11.3 The Contractor shall not make any variation and shall not substitute new items of material and/or equipment without an instruction from the Project Manager or Techni­cal Officer. He shall submit fully detailed and motivated proposals of any intended variation or substitution to the Technical Officer for his approval.

14.11.4 Where the quantity of work increases or decreases as a result of an instruction given in terms of this clause or as a result of the measured quantities exceeding or being less than those stated in the Bill, and where the amount to be paid to the Contractor is ascertained from the quantities of work carried out at schedule rates, a variation order is not required except where,

- due to the final measured quantity differing from the estimated quantity by more than 20%, or

- due to adverse subsurface conditions or different conditions the rate(s) and/or price(s) being insufficient or inapplicable,

- adjusted/new rates are to be determined in terms of clauses 30.2, 30.3 and 30.5, a variation order will be issued in terms of clause 30.9.

14.11.5 When the amount to be paid to the Contractor for the performance of the WORKS is a lumpsum and a Bill do not form part of the Contract, variation orders will be issued in respect of all instructions given in terms of clause 14.11.1 and which affect the amount to be paid to the Contractor.

14.13 The Contractor shall carry out the WORKS in a proper and workmanlike manner with the materials and to the quality standards described in the Bill and/or the Project Specification and shall complete the work to the satisfac­tion of the Technical Officer.

The Contractor shall, when required to do so in terms of a special provision of the Contract or by an order of the Project Manager, attend upon nominated suppliers, nominated and other contractors and PRASA workers perform­ing work that are part of or contiguous to the WORKS. He shall, when requested, assist with their requirements for the effective performance of such works and shall afford such facilities, as may be available in his own site establishment, for the execution of such work.

Except where provision is made in the Bill for payment for attendance upon a Nominated Contractor in terms of clause 31.4, the Contractor will, be reimbursed for direct expenses incurred by him in complying with the provisions of clause 14.13. Any dispute arising between the Contractor and PRASA workmen or other contractors in connection with such associated or contiguous work, will be settled by the Project Manager who will convey his decision to the Contractor and other parties concerned.

The Contractor shall co-ordinate the execution of the WORKS and ensure that close collaboration is achieved between all workmen and subcontractors under his supervision and control and nominated suppliers, nominated and other contrac­tors and PRASA workers performing contiguous work or part of the WORKS.

14.14 No work, including excavations and foundations, shall be covered up or put out of view without the approval of the Technical Officer. The Contractor shall give due notice to the Technical Officer whenever any such work is ready or about to be ready for examination, and the Technical Officer will, without unreasonable delay, examine such work, unless he considers it unnecessary and advises the Contractor accordingly.

14.15 The Contractor shall uncover any part of the WORKS or make any opening in or through the WORKS as the Technical Officer may direct, and shall reinstate or make good such work to the satisfaction of the Technical Officer. If any part of the WORKS has been covered up or put out of view after compliance with the requirements of clause 14.16 hereof and, after such uncover­ing, is found to be executed in accordance with the Contract, the direct expenses of uncovering, making any opening in or through the WORKS and the reinstating and making good thereof will be borne by PRASA, but in any other case all such expenses shall be borne by the Contractor or will be recovered from the Contractor.

15. SAMPLING AND TESTING OF MATERIAL AND INSTALLATIONS

15.1 The Contractor shall furnish such samples or prototypes of materials or equipment as may be called for by the Technical Officer who may, in his discretion, require the Contractor to subject any

such samples or prototypes to appropriate tests.

When required by the Technical Officer, the Contractor shall afford every facility for the inspection and testing of such materials or equipment and shall supply all material, instru­ments, assistance and facilities that may be required for the purpose of such inspection or tests.

15.2 Only materials and equipment, which comply in all respects with the approved samples and prototypes, shall be brought on to the site or used on the WORKS. Material and equipment, which do not comply in all respects with the approved samples and prototypes, may be rejected by the Technical Officer. The Contrac­tor, at his own cost, shall remove and replace any rejected material or equipment together with that portion of the WORKS affected by it.

15.3 The Contractor shall arrange to carry out such further tests on completed works and equipment installed as ordered by the Technical Officer.

15.4 The direct cost of any sampling and testing ordered that is different from and/or additional to testing and sampling stipulated in the Project Specifi­cation, shall be reimbursed to the Contractor save in the event that the materials and workmanship tested do not comply with the Contract or where previous testing and sampling done by the Contractor did not comply with specified procedures or methods.

15.5 The approval by the Technical Officer of any materials or equipment shall not relieve the Contractor of his obligation to comply fully with the contract specifica­tions for the complete WORKS.

16. DAYWORK

16.1 The Technical Officer may order that any additional or substituted work or work ordered in terms of clauses 9.1 (iii) and 9.3, be executed on a day works basis. For work so ordered and executed, the Contractor shall be paid in accord­ance with the day works schedules and at the rates and prices quoted by him in the Bill or, in the absence of provision in the daywork schedules for any particular item, the Contractor shall be paid-

(i) the gross actual wages and benefits paid by him to and/or on behalf of the workmen for the period they were engaged on the addi­tional or substituted work plus 30 percent, and

(ii) the direct cost at the site of material supplied by the Contractor and actually used in the additional or substituted work plus 12 percent.

These payments will be held to fully recompense the Contractor for all costs for the use of tools and equipment and financial charges of any description incurred by him and his subcontractors, and will include all overhead costs and profits.

The use of construction plant will be charged out separately on a plant hire basis at the rates quoted in the Bill or, where no such rates exist, at rates agreed upon between the Project Manager and the Contractor. Rates for the hire of plant shall be deemed to cover all costs for the supply, operation, mainte­nance and repair of the plant.

16.2 The Contractor shall submit to the Technical Officer by Tuesday of each week, a detailed statement in triplicate, covering the work done on a daywork basis during the preced­ing week up to midnight on Saturday.

This statement shall show the actual time worked, the rates of pay, the actual amounts earned by the workmen and the material and plant used on the WORKS. It shall be countersigned by the Technical Officer and shall be the sole source of information used to calculate payments due for such work.

17. ADDITIONAL TIME

17.1 When the Contractor considers that for any reason stipulated in clause 17.2 hereof he is entitled to addi­tional time to complete the WORKS or portions of the WORKS, he shall submit an application in writing to the Technical Officer, setting out in detail the reasons for the application and stating the specific addi­tional time required.

17.2 Applications for additional time will only be considered in respect of‑

(i) alterations, extras, or additions to the WORKS ordered by the Project Manager or the Technical Officer in terms of clause 14.11 hereof.

(ii) an increase in the quantities shown in the Bill;

(iii) delays caused by encountering adverse subsurface conditions in terms of clause 5.3.2 hereof.

(iv) delays where the Contractor can prove to the reasonable satisfaction of the Project Manager that ‑

the circumstance that caused the delay was unforeseeable at the time of tendering,

and

that the Contractor had taken steps and/or dis­played reasonable care and diligence in attempting to avoid or minimise the delay and consequences thereof,

or

the circumstance, if foreseeable, was such that it was beyond the Contractor's control,

and

that he could not have been reasonably expected to have taken it into account in undertaking his obligations under the contract.

The extent of any additional time granted shall be commensurate with the delay attributable to such circum­stance. (Delays attributable to PRASA, the Project Manager or Technical Officer are to be dealt with in terms of clause 28 hereof.)

17.3 No additional time will be granted unless the application is made in writing within 28 days after ‑

(i) receipt of the order from the Project Manager or Techni­cal Officer for alterations, extras or addi­tions to the WORKS; or

(ii) receipt of the Project Manager's payment certificate in which quantities are increased beyond those shown in the Bill; or

(iii) the commence­ment of a delay qua­lifying in terms of clauses 17.2 (iii) and 17.2 (iv) hereof.

17.4 The application shall be for a specific additional time except in those cases where, in the opinion of the Project Manager, circumstances are such that a specific time cannot yet be deter­mined, when written notice of intention to claim will be accepted as meeting the requirements of clause 17.3 hereof. In such cases, the Contractor shall submit the request for a definite period of time within the period stipulated by the Project Manager.

17.5 The entries in the site diary shall be deemed to be a comprehensive record of any and all facts/circumstances to be relied upon by the Contractor in respect of any application for additional time and/or compensation. Without detracting from the foregoing the Project Manager may, in his sole discretion, require the Contractor to supply and/or record any further information.

17.6 The Project Manager will advise the Contractor in writing what additional time, if any will be allowed. This additional time will not necessarily apply to the whole of the WORKS, but may in specific cases apply to only particular portions of the WORKS.

17.7 Compensation for increased costs related to additional time granted in terms hereof, will be payable only in respect of delays caused by circumstances and events stipulated in clauses 17.2 (i), (ii) and (iii) hereof and shall be determined as follows: -

(i) Additional time-related preliminary and general allowances as are appropriate and applicable having regard to other compensation which may have been determined in respect of the circumstances con­cerned, but not exceeding the amounts payable in terms of the rates and prices in the Bill for such time-related preliminary and general costs.

36 Additional time-related expenses as are included in the determination of additional compensation in terms of clauses 30.1 to 30.6 hereof, where applicable and justifi­able.

CARE OF THE WORKS AND REPAIRS

From commencement to completion of the WORKS, the Contrac­tor shall take full responsibility for the care thereof and of all, materials and temporary works.

In the event of the WORKS or any part thereof or any material or temporary works being destroyed or damaged through any cause, except through any of the excepted risks as defined in clause 18.3 hereof, the Contractor shall, at his own cost and subject to the provisions of clause 39, repair and make good such damage so that, on completion, the WORKS shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

In the event of destruction or damage occurring through any of the excepted risks, the Contractor shall repair and make good the damage to the extent ordered by the Project Manager or Technical Officer in terms of clause 14.11 and/or 16 hereof at the cost of PRASA. Compensation will be determined in terms of clauses 30.1 to 30.6 or 16.1 hereof.

The "excepted risks" are –

(i) any perils insurable through the South African Special Risks Insurance Association (SASRIA), such as riot, strike or public disorder or any act or activity which is calculated or directed to bring about such perils, but excluding any such perils as strike, public disorder, act or activity which is committed, caused or instigated by the Contractor, his employees and/or any subcontrac­tors;

(ii) war hostilities including mutiny or military uprising or usurped power, insurrection, rebellion or revolution/or proclamation of martial law (whether war be declared or not);

(iii) any event which, after the closing date of tenders, is defined as a risk in terms of insurance offered by SASRIA;

(iv) any event for which a fund has been established in terms of the War Damage Insurance and Compensation Act, No 85 of 1976 as amended;

(v) a cause due solely to use or occupation by PRASA of any portion of the WORKS;

(vi) a cause due solely to the design of the WORKS when the Contrac­tor did not provide the design.

The Contractor shall be responsible for damage caused by him during the period of defects liability and maintenance in terms of clause 27 hereof.

18. SURVEY BEACONS AND PEGS

18.1 The Contractor shall not on any account move or damage any beacon, bench mark, reference mark, signal or trigonome­trical station in the execution of the WORKS without the written approval of the Technical Officer.

Should the Contractor be responsible for any such occurrence, he shall report the circumstances to the Technical Officer who will arrange with the Director-General of Surveys for replacement of the beacon or mark at the cost of the Contractor.

18.2 The Contractor shall not move or damage any cadastral or mining beacon without the written approval of the Technical Officer and before it has been referenced by a registered land surveyor. Any old boundary beacon, which becomes an internal beacon on creation of new boundaries, shall not be moved without the written approval of the Technical Officer.

Should the Contractor move or damage any cadastral or mining beacon without authority, he shall be responsible for having it replaced, at his cost, by a land surveyor.

18.3 The Contractor shall preserve all pegs and bench marks. Such survey points shall not be removed without the written approval of the Technical Officer. Should any peg or benchmark be removed without authority, the Technical Officer will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or bench mark. Each peg replaced shall be checked by the Contractor.

18.4 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0,6 m of any beacon without the prior written approval of the Technical Officer.

19. TAKING OVER PORTIONS OF THE WORKS

19.1 Before completion of the whole contract, PRASA may take over any completed portion of the WORKS. The terms and condi­tions under which such completed portion will be taken over shall be as specified in the Contract and where no such terms and conditions are specified, the Project Manager will, after consultation with the Contractor, advise him in writing of the terms and conditions of such take-over. This will not relieve the Contractor of his obligation to complete the WORKS by the stipulated date or such extended date of completion as may have been agreed upon in terms of clauses 17.1 to 17.7 and 28 hereof.

19.2 If PRASA's interests are adversely affected by the failure of the Contractor to adhere to the approved programme of work, PRASA reserves the right to take over, occupy or use any uncompleted portion of the WORKS. The Contractor will be advised in writing by the Project Manager of the terms and conditions of such take-over, occupation or use, but this will not relieve the Contractor of his obligation to complete the WORKS by the stipulated date or such extended date of comple­tion as may have been determined in terms of clauses 17.1 to 17.7 and 28 hereof.

20. COMPLETION OF THE WORKS

20.1 The whole of the WORKS, including all alterations, extras, additions and omissions, shall be completed and delivered to PRASA by the stipulated date or such extended date of completion as may have been determined in terms of clauses 17.1 to 17.7 and/or clause 28 hereof.

20.2 When the WORKS or portions thereof have been completed to the satisfaction of the Technical Officer and left in a clean, neat and tidy condition, the Technical Officer will give the Contractor a CERTIFICATE OF COMPLETION confirming that the WORKS or portions thereof have been completed and stating the date on which the defects liability and maintenance period referred to in clauses 27.5 and 27.6 hereof is to commence. Separate CERTIFICATES OF COMPLE­TION will be given for completed portions of the WORKS in cases where completion of such portions is specified in the Contract as being required before the completion of the entire WORKS, or for completed portions of the WORKS taken over by PRASA in terms of clause 20.1 hereof.

Until the Technical Officer, issues a CERTIFICATE OF COMPLETION, the WORKS or specified portions thereof shall not be deemed to have been completed.

20.3 On receipt of a CERTIFICATE OF COMPLETION for the entire WORKS or the finally completed portion thereof the Contractor shall, unless otherwise ordered by the Technical Officer, remove from the site all construction plant, material and temporary works not required for making good of defects in the WORKS or portions thereof covered by such CERTIFICATE, other than material which is the property of PRASA.

20.4 After expiry of the defects liability and maintenance period(s), and when all making good under clauses 27.5 and 27.6 hereof has been completed, the Contractor shall remove all the remain­ing construction plant and material from the site, other than material which is the property of PRASA, and leave the site in a clean, neat and tidy condition.

21. TEMPORARY LEVEL CROSSINGS

21.1 The Technical Officer may, on request of the Contractor, and if necessary for the purpose of execution of the WORKS, permit the construction of a temporary level crossing over a railway a line at a position approved by the Technical Officer and at the Contractor's cost. The period for which th

21.2 PRASA will, at its own cost, provide protection and supervise the construction of the road over the track(s) and for a distance of 3 metres beyond the outermost rails, as well as the erection of all

road signs and height gauges.

The Contractor shall exercise extreme caution in carrying out this work, especially in respect of damage to tracks, services, overhead power and communications routes and contact with "live" overhead electrical equipment.

All PRASA electrical, telecom­munications and signal services deviations or alter­ations to accommodate the level crossing will be done by PRASA at its own cost. All other work required by the Technical Officer to establish the temporary level crossing, including protection, deviation or support of other services and drainage, shall be carried out by the Contractor at his own cost.

21.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of PRASA and to such other persons as the Technical Officer may permit and of whose identity the Contractor will be advised. If so ordered by the Technical Officer, the Contractor shall provide persons to control road traffic using the tempor­ary level crossing. Such persons shall stop all road traffic when any approach­ing train is within seven hundred and fifty metres of the tempor­ary level crossing, and shall not allow road traffic to proceed over it until the lines are clear.

The Contractor shall maintain the temporary level crossing in good condition for the period it is in use. Maintenance of the portion of the temporary level crossing over the tracks and three metres beyond the outermost rail shall be done under the supervision and protection of PRASA, and at the cost of the Contractor.

21.4 When the temporary level crossing is no longer required by the Contractor, or permitted by PRASA, the Contractor shall remove it and restore the site to its original condition. Work over the tracks and up to three metres beyond the outermost tracks will be supervised by PRASA.

Such supervision and restoration of PRASA electrical, telecom­munication and signalling services to their original position will be undertaken by PRASA at its own cost. The Contractor at his own cost shall restore other services.

22. BLASTING AND USE OF EXPLOSIVES

22.1 No blasting shall be carried out except with the prior written permission of the Technical Officer and under such conditions as he may impose.

22.2 The Contractor shall arrange for the supply, trans­port storage and use of explosives.

22.3 The Contractor shall have labour, tools and plant, to the satisfaction of the Technical Officer, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervi­sion of a duly authorised representative of PRASA.

22.4 The Contractor shall notify the Technical Officer of his intention to blast at least 14 days before the commencement of any blasting operations.

22.5 Before any blasting is undertaken, the Contractor and the Technical Officer shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Insur­ance Policy in terms of clause 39 hereof, make good any deteriora­­tion of such buildings, houses, or structures, which, in the opinion of the Technical Officer, was directly caused by the blasting.

22.6 When blasting within 500m of a railway line, the Contractor shall observe the requirements stipulated in PRASA's current specification E7/1 for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment.

22.7 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties, have been settled.

23. PROTECTION OF PERSONS AND PROPERTY

23.1 The Contractor shall provide and maintain all lights, guards, barriers, fencing and watchmen when and where necessary or as required by the Technical Officer or by any statutory author­ity, for the protection of the WORKS and for the safety and conveni­ence of the public.

Red, yellow, green or blue lights, and red, yellow, green or white flags shall not be used by the Contractor in such a position that they can be mistaken for railway signals. The Contractor shall obtain the permission of the Port Captain before installing any light within the precincts of a port.

23.2 The Contractor shall take all the requisite measures and precautions during the course of the WORKS to ‑

(i) protect the public and property of the public,

(ii) protect the property and workmen of both PRASA and the Contractor,

(iii) avoid damage to and prevent trespass on adjoining properties, and

(iv) ensure compliance with any instruction issued by the Techni­cal Officer or other authorised person, and with any stipulation embodied in the contract documents which affects the safety of any person or thing.

23.3 PRASA will provide, at its own cost, protection for the safe working of trains during such operations as the Technical Officer may consider necessary. Protection by PRASA for any purpose whatsoever, does not absolve the Contractor of his responsibilities in terms of the Contract.

23.4 The Contractor shall take all precautions and appoint guards, watchmen and compound managers for prevention of disorder among and misconduct by the persons employed on the WORKS and by any other persons, whether employees or not, on the site of the WORKS and for the preservation of the peace and protection of persons and property in the neighbourhood of the WORKS. Any relocation of camps because of disorder shall be at the Contractor's expense.

23.5 All operations necessary for the execution of the WORKS, including the provision of any temporary works and camping sites, shall be carried out so as not to cause veld fires, ground and environmental pollution, soil erosion or restric­tion of or interference with streams, furrows, drains and water supplies.

If the original surface of the ground is disturbed in connection with the WORKS, it shall be made good by the Contrac­tor to the satisfaction of the land owner, occupier or respon­sible authority. The Contractor shall take all reasonable steps to minimise noise and disturbance when carrying out the WORKS, including work permitted outside normal working hours.

23.6 Dumping of waste or excess materials by the Contractor shall, in urban areas, be done under the direction and control of, and at sites made available by the local authority. Dumping outside local authority boundaries shall be done only with the express permission and under the direction and control of the Technical Officer. The Contractor shall comply with environmental protection measures and specifications stipulated by the Technical Officer and/or local and environmental authorities.

24. USE OF EXISTING ROADS

24.1 The Contractor shall take every reasonable precaution to prevent damage to any roads or bridges used to obtain access to the site, and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.

24.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right‑of‑way, path or street unless the Technical Officer has obtained the approval of the road authority concerned.

INTERFERENCE WITH PRASA'S ASSETS AND WORK ON OPEN LINES

The Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any act which affects the security, use or safety of an open line except with the authority of the Technical Officer and in the presence of a duly authorised representative of PRASA.

The Contractor shall not carry out any work or operate any plant, or place any material whatsoever nearer than three metres from the centre line of any open line except with the written permission of the Technical Officer and subject to such condi­tions as he may impose.

24.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes, except as provided for in clauses 5.7 and 5.8 hereof. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the WORKS. The cost of repairing, replacing or restor­ing the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.

24.4 Authority granted by the Technical Officer and the presence of an authorised representative of PRASA in terms hereof, shall not relieve the Contractor of his duty to comply with PRASA's current specification E7/1 for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equip­ment.

25. DEFECTS LIABILITY AND MAINTENANCE

25.1 When, in the opinion of the Technical Officer, any part of the work done or any items of material used or equipment installed or intended for use or installation is not in accordance with the require­ments of the Contract, whether or not payment for such work, equipment or material has been made, he may order the Contrac­tor in writing to remove any such objectionable part, item or component thereof, to replace it with an acceptable part, item or component and to rectify or reconstruct the WORKS without cost to PRASA.

25.2 If the Contractor fails to comply with such an order within 10 days of the date thereof, the Technical Officer may cause the rejected parts or items to be removed, the defective work to be demolished and replaced by proper work, and the cost thereof to be recovered from the Contrac­tor.

25.3 If requested in writing by the Technical Officer, the Contrac­tor shall search for the cause of any defect, imperfection or fault under the direction of the Technical Officer. When such defect, imperfection or fault is one for which the Contractor is not liable, the actual direct cost of the work carried out by the Contrac­tor in searching as aforesaid and making good thereof will be borne by PRASA.

25.4 PRASA will not accept the WORKS as complete until all defects of every kind have been made good to the satisfac­tion of the Technical Officer.

25.5 Within a reasonable time after receipt of written instructions from the Technical Officer, the Contractor shall make good to the satisfaction of the Technical Officer all defective material and workmanship which are not in accordance with the Contract and which may appear within a period of 6 months, or such other period as stipulated in the Project Specification, after the date stated in the CERTIFICATE OF COMPLE­TION, and shall repair all damage caused thereby.

25.6 Where it is expressly stipulated, in respect of any particular work included in the Contract, that certain obligations are to continue beyond the period of six months and after the issue of the CERTIFICATE OF COMPLETION, the extended period shall apply in respect of such work.

Where such continuing obliga­tions are to be undertaken by a subcontractor alone and not jointly with the Contractor, PRASA shall have the right to enforce compliance with such obligations, and where any cession of the Contractor's rights against such subcontractor may be required for this purpose, such rights shall be deemed to have been duly ceded to PRASA by the Contractor.

25.7 Should the Contractor fail to comply with the provisions of clauses 27.5 and 27.6 hereof, PRASA may cause the required work to be carried out at the expense of the Contrac­tor and may recover the cost thereof from the Contrac­tor.

Nothing contained in this clause shall be construed as absolving the Contractor from fulfilling the general obliga­tions imposed on him in terms of clause 3 hereof, or any particular obligations stipulated elsewhere in the Contract.

26. DELAYS ATTRIBUTABLE TO PRASA OR THE TECHNICAL OFFICER

26.1 If the Contractor suffers delay and/or incurs extra expense as a result of: -

(i) failure by PRASA to make available the site or part of the site or any right of access thereto which may have been agreed upon;

(ii) delay on the part of PRASA in supplying such material as is to be provided by it;

(iii) delay on the part of PRASA or the Technical Officer in giving or supplying orders or drawings or in complying with any of their respective duties and obligations under the Contract, with which compliance is necessary to enable the WORKS to proceed in accordance with any approved programme;

(iv) the necessity for PRASA to correct or resolve any inaccuracy, discrep­ancy or inconsistency in drawings or other documents forming part of the Contract;

he shall, within 2 days of the commencement of such circum­stances, notify the Technical Officer in writing of the delay, the particulars and the consequences thereof.

26.2 The Contractor may submit a claim for additional time and compensa­tion in respect of the direct losses and additional expenses caused by the delay, provided that such claim will be considered only if the full claim details are submitted to the Project Manager within 28 days after the delay has ended. The particulars of the delay and the consequences thereof shall be recorded in the site diary, which shall be deemed to be a comprehensive record of any and all circum­stances relating to the claim.

The Contractor shall provide the Project Manager with such further information as he may require to investigate the claim and determine the amount of additional time and/or compensation. The Contractor will be advised in writing by the Project Manager what additional time, if any, will be allowed for delay, and what sum, if any, will be paid to the Contractor to compensate him for any direct loss and/or expense incurred by him as a consequence of the delay.

27. SECURITY AND RETENTION MONEY

27.1 Security in the amount equal to either ten per cent or five per cent of the contract price, as elected by the Contractor, shall be provided by the Contractor for the due and faithful perform­ance by him 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 –

(i) Government or approved Municipal stocks in negotiable form, or

(ii) a deed of suretyship furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by PRASA, provided however that the Project Manager may, upon written application by the Contrac­tor, return to the Contractor the whole or part of such security held by PRASA when the retention money, more fully described in clauses 29.2 and 29.3 hereof, has reached an amount which the Project Manager in his sole discretion considers sufficient for the protection of PRASA. PRASA is entitled to hold all or portion of the security until the completion of the Contract and the expiry of the defects liability and maintenance period.

27.2 Either five or ten per cent of the value of the work com­pleted, as reflected by the nett monthly amounts certified for payment, will be retained by PRASA for the due and proper fulfilment of the Contract, until such retention money is sufficient, in the opinion of the Project 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.

27.3 Retention money shall be 5 percent when the security referred to in clause 29.1 hereof is 10 percent and 10 percent when the said security is 5 percent.

28. RATES AND PRICES FOR INCREASES OR DECREASES IN QUANTITIES OR VARIATIONS

28.1 Where the final measured quantity of any scheduled item differs from the estimated quantity by 20 percent or less, the rate quoted in the Bill shall apply to the whole of the final measured quantity.

28.2 Where the final measured quantity of any scheduled item differs from the estimated quantity by more than 20 percent, either the Project Manager or the Contractor may request an adjustment of the scheduled rate for such item.

Where the quantity is increased, the adjustment shall be in respect only of that portion of the final measu­red quantity, which exceeds the original quantity plus 20 percent. Such rate adjust­ment shall be agreed between the Project Manager and the Contractor.

28.3 When, as a consequence of an order of the Project Manager or the Technical Officer given in terms of clauses 5.5 and/or 14.11 hereof, the WORKS or any part thereof which is covered by a scheduled item or items, is to be carried out in adverse subsurface conditions as provided in clause 5.3 hereof or under conditions which are different from those specified in the Contract, and as a consequence of such adverse or different conditions the respective rate(s) and/or price(s) are caused to be insufficient and/or inapplicable, sufficient and/or new rates and prices shall be determined in terms of clause 30.5 hereof.

28.4 When alterations, extras or additions ordered in terms of clauses 5.5 and/or 14.11 hereof, are similar in character and carried out under conditions similar to work which has been specified in the Contract and for which the Contractor has tendered rates in the items scheduled in the Bill, such rates shall apply to the alterations, extras or additions, subject to the provisions of clause 30.2 hereof.

28.5 When alterations, extras or additions are not of a character similar to work for which rates and prices were tendered, or are not executed under conditions similar to those spec­ified in the Contract, the alterations, extras or additions shall be treated as new payment items for which rates and prices have to be determined by negotiation between the Contractor and the Project Manager.

In the determination of such rates and prices, the rates quoted in the Bill shall form the basis, as far as may be reasonable, of such determination, failing which fair rates and/or prices shall be determined and agreed between the Project Manager and the Contractor.

28.6 When called upon to do so by the Project Manager for the purpose of the determination of adjusted and/or new rates and prices in terms of clauses 30.2, 30.3 and 30.5 hereof, the Contractor shall submit to the Project Manager full particulars of his tender assumptions and of the composite tender make-up of the appropriate rates and prices in the Bill so as to provide a basis for such determination.

28.7 Where the Project Manager and the Contractor cannot reach a negotiated agreement, the Project Manager will determine new rates and/or prices which he considers to be fair and reasonable, and shall issue a provisional variation order on the basis of such new rates and/or prices.

28.8 The determination of new and/or adjusted rates and prices, whether or not by way of a negotiated agreement between the Project Manager and the Contractor in terms of clauses 30.2, 30.3 and/or 30.5, or on a provi­sional basis by the Project Manager in terms of clause 30.7 hereof, shall all be provisional and subject to the approval of the Executive Officer.

The Executive Officer shall have the power, subject to the provisions of clause 40, to vary and/or amend any or all such new and/or adjusted and varied rates and prices and to replace them with such rates and/or prices as he may deem reasonable and/or appropriate in the circumstances.

The incorporation into the Contract of all new or revised rates/prices shall be effected by way of a written variation order issued by the Project Manager.

29. NOMINATED CONTRACT WORKS

Any work, for which an "estimated cost" is included in the Bill, may be undertaken by a contrac­tor appointed by PRASA. Such contractor shall hereinafter be referred to as a Nominated Contractor. The "estimated cost" will represent an estimated cost of the nominated contract work. The amount of the estimated cost shall not be included in the contract amount. Any nominated contrac­tor will be employed in consultation with the Contractor and paid by PRASA. The Contractor, the Nominated Contractor and PRASA shall be the parties to the nominated contract.

The Contractor shall supervise, attend upon and work in conjunction with the Nominated Contractor and shall provide such access, services and facilities to him as he may require for the proper performance of the part of the WORKS included in the nominated contract.

The supervision of and attendance upon the Nominated Contractor by the Contractor, shall include the following duties and obliga­tions in respect of the WORKS performed by the Nomi­nated Contractor, all as provided for in the General Conditions of Contract for Works undertaken by Nominated Contract, E5 (N), a copy of which is available for inspection by the Contractor at the offices of the Project Manager.

(i) The supervision and control of the Nominated Contractor's conformance to specification and quality during the execution of the nominated contract works and during the defects liability and maintenance period after completion thereof.

(ii) The taking over and incorporation of the nominated contract works into the WORKS and providing custody and protection thereof as part and parcel of the WORKS for the duration of the Contract and defects liability and maintenance periods.

(iii) On satisfactory completion thereof, to issue a CERTIFICATE OF COMPLETION and to advise the Technical Officer in respect of payments to be made by PRASA in terms of the nominated contract provisions.

29.4 The Contractor will be paid for such supervision and attendance upon the Nominated Contractor at the percentage fee tendered pro rata to the estimated cost in the Bill or to the contract price of the nominated contract, whichever is the highest.

30. NOMINATED SUPPLIERS AND PRIME COST SUMS

30.1 Any material for which a prime cost sum is included in the Bill and which is to be incorporated or installed in the WORKS by the Contractor, shall be supplied by the person or firm nominated in writing by PRASA. Such prime cost sum (hereinafter referred to as a "P.C. sum") is the net sum to be paid to the supplier.

Such supplier hereinafter referred to as a "Nominated Supplier" shall be appointed and paid either by the Contractor or PRASA, as agreed between the Project Manager and the Contractor. PRASA may, alternatively, elect to supply such material itself.

30.2 At the settlement of accounts, any amount paid or payable by the Contractor to a Nominated Supplier will be set against the appropriate P.C. sum and the balance, after allowing pro rata for the Contractor's attendance fee and profit, as shown in the Bill, will be added to or deducted from the contract amount as the case may be. Where, however, the Nominated Supplier is appointed and paid directly by PRASA, or the material has been supplied by PRASA in terms of clause 32.1 hereof, the amount of the P.C. sum will be deducted in full from the contract amount. If the Bill provides for the Contractor's attendance fee and profit on such P.C. sum, such provisions will remain unaltered.

30.3 The provisions of clauses 31.2 and 31.3 hereof relating to a Nominated Contractor and work executed by him shall apply mutatis mutandis to and in respect of a Nominated Supplier and material supplied by him.

31 PROVISIONAL WORK

31.1 Any item marked "provisional", the quantity of which may be nil or either more or less than that stated in the Bill when compared with the actual amount of work/material necessary and executed/supplied, shall be measured by the Technical Officer from time to time as the work proceeds, and in the presence of the Contractor or the Contractor's agent. The quantity of such work executed/material supplied, shall be paid for at the rates quoted in the Bill, and shall not be subject to the provisions of clause 30.2 hereof.

31.2 Where, in the case of a provisional item, the nature or amount of any variation or increase or decrease of the quantities stated in the Bill is such that it results in a change in method, process of construction or source of supply relative to the nature or amount of the whole or part of the work stated in the Contract, and which renders the rate or price for such item unreasonable or inapplicable, either the Project Manager or the Contractor shall be entitled, in compliance with clause 33.3, to require that a new rate or price be fixed which in the circumstances is fair and reasonable.

31.3 No change in terms of this clause shall be made to the Contract Price or to any rate or price unless, as soon as is practi­cable and, in the case of extra or additional work, before the commence­ment of such work, notice shall have been given in writing -

(i) by the Contractor to the Project Manager of his intention to claim a new or varied rate or price in terms of clause 33.2 or

(ii) by the Project Manager to the Contractor of his intention to vary a rate or price in terms of clause 33.2.

The provisions of clauses 30.4 to 30.9 inclusive shall apply mutatis mutandis to the determination of any new or varied rate or price in terms hereof.

32 RECOVERY OF MONEY FROM THE CONTRACTOR

All money, whether a liquidated amount or not, that may become payable to PRASA by the Contractor in terms of any clause or condition incorporated in the Contract may be recovered from the Contractor by deduction or recovery:

from money, including retention money, due to or to become due to the Contractor under this or any other contract he may have with PRASA, or

from any money realised as a result of the sale of any stocks provided in terms of clause 29.1 hereof, or from the guarantor in the case of a deed of suretyship; or

in any manner provided for in the Contract or decided upon by PRASA, provided that nothing herein contained shall affect the operation of setoff as between PRASA and the Contractor.

33. INCREASE OR DECREASE IN COSTS

33.1 Unless otherwise provided for in the Project Specification or unless a fixed contract price was tendered in the tender letter and accepted by PRASA, the amount payable under the Contract will be determined by the application of the contract price adjustment factor(s) derived from the formula (e) described in the Project Specification to allow for any increases or decreases, which may occur after the closing date of the submission of tenders and before the stipulated date or such extended date of comple­tion as may have been determined in terms of clauses 17.1 to 17.7 and/or clause 28 hereof.

33.2 If a new rate or price is negotiated during the period of the Contract, the calendar month in which the new rates were applicable shall be clearly stipulated in the variation order. The amounts arising from the application of the new rate to the affected quantity will be subject to the contract price adjustment factor based on the indexes ruling for the calendar month so stipulated.

33.3 The contract price adjustment factor to be applied after the stipulated completion date or such extended date of completion as may have been determined in terms of clauses 17.1 to 17.7 and/or 28 hereof, shall be half that applicable at the stipulated date or extended date of completion, except in respect of work com­pleted prior to such date or extended date, and certified in terms of clause 36.3 hereof for payment thereafter, in which event the contract price adjustment factors applicable at the date of completion will be applied.

33.4 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs and any increases and decreases therein, and profit.

34. PAYMENT CERTIFICATES AND CLAIMS PROCEDURE

34.1 On or about the fifteenth day of each month, the Technical Officer shall make either a progress measurement or an estimate of the work done, including any duly authorised alteration, extra, addition or omission.

34.2 Thereafter the Project Manager will issue a certificate authorising payment of such sum of money as he may consider represents the value of the work referred to in clause 36.1 hereof.

34.3 The Contractor shall be entitled to receive payment of the amount authorised in the said certificate, subject to the deduction of retention money in terms of clauses 29.2 and 29.3 hereof, within 30 days after the day of progress measure­ment or estimate by the Technical Officer or receipt of a VAT-invoice from the Contractor, whichever is the later.

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

34.4 In the event of failure by PRASA to make payment within the time stipulated in clause 36.3, he shall pay to the Contractor interest at prime over­draft rate as certified by the Contractor's bankers upon all overdue payments of such certified amounts, from the date on which such payments should have been made.

The Project Manager's certificate authorising payment in respect of any work referred to in clause 36.1 hereof shall not imply acceptance of the work or of the material used, and shall not prejudice the right of the Technical Officer or Project Manager to reject work or material not in accordance with the Contract, nor the right of PRASA to recover any amounts paid to the Contractor in respect of such rejected work or material.

34.6 Notwithstanding any outstanding undetermined disputes, arbitra­tions and claims that may still exist, the Project Manager shall, within 28 days after the expiry of the defects liabil­ity and maintenance period/s or completion of the rectification of defects under clauses 27.5 and 27.6 hereof, which­ever is the later, submit a Final Certificate for approval by the Executive Officer, together with a statement of Particulars of Outstanding Matters such as undetermined claims, disputes and arbitrations.

34.7 The Project Manager shall, within 14 days after approval by the Executive Officer, issue the Final Certificate together with the Particulars of Outstanding Matters to the Contractor, authorising payment of all money due for completed work and payment of all retention money and return of all surety as is then held by PRASA, after deduct­ing any money due by the Contractor to PRASA.

34.8 After receipt of the Final Certificate and the Particulars of Outstanding Matters, the Contractor, shall, by counter­signing both documents, certify his acceptance and con­firmation of the correctness of the amounts shown and particulars given and that no further claims or unresolved matters are outstanding in respect of the Contract.

34.9 After receipt of the Contractor's certification in terms of clause 36.8 hereof no new claims or matters will be permitted or considered by the Project Manager or PRASA.

34.10 Within 30 days after the receipt of the Contractor's certifi­cation, PRASA will pay to the Contractor the balance of all money due under the Contract in terms of the Final Certifi­cate after deductions inerms of clause 36.7 have been effected.

34.11 Where the Contractor fails to certify the Final Certificate and Particulars of Outstanding Matters and has not disputed the correctness thereof within 3 months after their receipt by him, the Contractor shall be deemed to be in agreement with such certificate and particulars, and PRASA will affect payment in terms thereof. Any claim arising from the Final Certifi­cate or in connection with the Contract, whether contractual or delictual, which has not been lodged with the Project Manager previously or within a period of 3 months after receipt by the Contractor of the Final Certificate, will not be consi­dered or admitted by PRASA, and the Contractor accepts and acknowl­edges that, by his failure to lodge a fully detailed and motivated claim within the above stipulated period of 3 months, he waives such claim and relieves PRASA of responsibility for, or any obligation to consider such claim.

34.12 Neither the issue of the Final Certificate nor any payment made thereunder shall release the Contractor from any liabil­ity, whether arising under the Contract or in common law, to indemnify PRASA against, and to reimburse it in respect of, any claim made or to be made against it by a third party for damage or loss sustained by such third party in consequence of any wrongful act or omission of the Contractor, his subcon­tractors or his or their employees or representatives during execution of the WORKS.

34.13 The following procedure shall apply to claims for additional payments in terms of the provisions of the Contract;

34.13.1 If the Contractor intends to claim any additional payment in terms of any clause in the Contract other than clauses 5, 17.1 to 17.7 and clause 28 hereof, he shall submit his claim, or give notice in writing of his inten­tion to claim, to the Project Manager within 14 days of the commencement of the events giving rise to the claim.

The notice of intention to claim shall include the grounds upon which the claim will be based. From the commencement of these events, the Contrac­tor shall keep all such contemporary records as are necessary to support any claim he may submit.

34.13.2 Without necessarily admitting liability, the Project Manager may instruct the Contractor to keep such further contempo­rary records of events as are material to a possible claim.

34.13.3 If the Contractor fails to comply with the provisions of clauses 36.13.1 and 36.13.2 hereof in respect of any claim or intended claim, such claim will not be considered.

34.13.4 If a notice of intention to claim has been submitted in terms of clause 36.13.1, the amount of the claim and detailed documen­tation in support thereof shall be submitted by the Contractor to the Project Manager within 28 days after the events giving rise to the claim have ceased. If it is not reasonably possible to assess the amount of the claim within this period, the Project Manager may agree in writing to such extended period as may be necessary.

34.14 Save for the provisions for interest payments in clause 36.4 hereof and, if provided in the Bill, for continuing finance charges, no liabil­ity will be accepted by PRASA in respect of interest or financing costs in respect of any unliquidated claims and unresolved matters arising and accumulating during the contract period or such extended period as determined in terms of clauses 17 or 28 hereof.

34.15 Payment of the amounts due by PRASA to the Contractor, save where expressly otherwise agreed, will be made by cheque and sent by registered post to the Contractor's postal address or any other address requested in writing by the Contractor. The Contractor authorises the S.A. Post Office Limited to act as his delivery agent, and the risk that payment may not be received transfers to the Contractor upon the posting thereof. The date of postage of the cheque shall be deemed to be the date of payment for the purposes of clause 36.4 hereof.

35. BREACHES AND REMEDIES

35.1 Should the Contractor commit any breach or default of any kind mentioned in clause 37.2 hereof, the Executive Officer may exercise, subject to the provisions of clause 40 hereof, for and on behalf of PRASA, immediately, in whole or in part and consecutively or concurrently, all or any of the options, rights and powers set out in clause 37.3 hereof.

Breaches or defaults entitling the Executive Officer to act in terms of clause 37.3 hereof shall be the following: -

35.1.1 Insolvency of the Contractor or an act of insolvency compris­ing, inter alia, the following: -

(i) liquidation or sequestration of the Contractor's estate (provisionally or finally); or

(ii) the Contractor publishing a notice of surrender of his estate as insolvent; or

the Contractor entering into a compromise with the general body of his creditors; or

the Contractor having an execution levied on his goods.

35.1.2 Material breach of the Contract by the Contractor comprising, inter alia: -

(i) the abandonment or repudiation of the Contract;

(ii) suspension of progress of the WORKS without contractual cause;

(iii) failure to remove materials from the site or to demolish and replace work, which materials or work has been condemned or rejected by the Technical Officer;

(iv) failure, after he has been notified in terms of clause 14.7 hereof to achieve a rate of progress on the WORKS which will ensure completion by the stipulated date or such extended date of completion as may have been determined in terms of clauses 17.1 to 17.7 and 28 hereof;

(v) assigning of the Contract without the consent in writing of the Executive Officer having first been obtained;

(vi) subcontracting any part of the Contract without the Project Manager's approval;

(vii) failing to provide the deed of suretyship in terms of clause 29 hereof;

(viii) failing to satisfy any judgement or arbitrator's award entered against him within 7 days after such judgement or award is so entered or to satisfy any attachment order against property within 3 days of its issue;

(ix) conviction of the Contractor or any of his employees in a court of law for any offence which adversely affects the interests of PRASA.

35.2 In the event of any breach or default mentioned in clause 37.2 hereof, the Executive Officer may exercise any of the following options, rights and powers: -

(i) To cancel the Contract and to invoke PRASA’s lien over the Contractor's site establishment, temporary buildings, construction plant, equipment and materials, and any indemnities or safeguards in favour of PRASA in terms of the Contract.

To take over full possession and control of the whole or any portion of the WORKS and the Contractor's construction plant, equipment, tools and material used thereon, and control of any or all of the Contractor's employees (with or without accepting any liability for arrear salaries or wages, or for any con­tracts of personal service) and to continue and complete the WORKS, by employment of such of the Contractor's employees and using such of his site establishment, temporary buildings, construction plant, equipment, tools and materials, as are necessary in the discretion of the Project Manager, all for the account of and at the cost and risk of the Contractor.

To remove and dismiss any person employed by the Contractor and, for the account of and at the cost and risk of the Contractor, to engage or appoint any other person under such conditions and to pay him such salary or wage as the Project Manager may deem fit

To obtain from any source whatsoever, at the cost of the Contractor, such construction plant, tools equipment and material as are necessary, in the opinion of the Project Manager, for the proper completion of the Contract.

To dismiss the Contractor from any further control of the execution of the Contract, and thereafter to take over full control of and to utilise the whole or any portion of the construction plant, equipment, tools and material belonging to the Contractor, and to employ any person other than the Contractor to complete the Contract, in each case for the account of and at the risk and cost of the Contractor, after or without offering such work for tender and without the interference or intervention in any way by the Contractor.

After the said work has been completed by such other person and such other person has been paid therefore, the Project Manager shall issue the Final Certificate when so authorised by the Executive Officer. Should any money be shown to be due by the Contractor to PRASA, the Contractor and/or his guarantor shall forthwith pay such money to PRASA, failing which PRASA may recover the said amount from the Contractor.

To reduce, in the case where the Contractor's defective materials, workmanship and/or performance is accepted by PRASA, any one or all of the rates and prices in the Contract by the amounts of PRASA's losses, or by the costs of rectifying such defective materials, workmanship and/or performance of the Contractor, or by the amounts that the Contract WORKS are reduced in value as a consequence of the deficiencies.

35.3 All wages, salaries, costs, expenses and damages paid, incurred or sustained by PRASA for which the Contractor is liable in terms of the Contract, shall be paid by the Contractor on demand or shall be recovered as provided for in clause 34 hereof.

35.4 In any action taken or instituted by PRASA in terms of clauses 37.1 to 37.4 hereof, or any clause of the Contract read alone or in conjunction with these clauses, a certificate issued by the Project Manager shall be deemed to be proof of any amount due by the Contractor to PRASA or by PRASA to the Contractor.

35.5 No action taken or instituted by PRASA in terms of clauses 37.1 to 37.4 hereof or any clause of the Contract read alone or in conjunction with these clauses, shall prejudice or detract from PRASA's right to recover penalties for late completion or damages for any other breach or default com­mitted by the Contractor in respect of the Contract.

36 VOLUNTARY TERMINATION OF THE CONTRACT AND REMEDIES IN CONSE­QUENCE THEREOF

36.1 The occurrence of the following circumstances shall, subject to the provisions of clause 40, entitle either of the parties to voluntary terminate the Contract by mutual agreement or by giving the other party 30 days written notice of such termination: -

36.1.1 The outbreak of war or armed hostilities (whether war be declared or not) in any part of the world, or the imposition of economic sanctions between governments or any other action of a like kind and if any such event will materially affect the execution or cost of the WORKS;

36.1.2 The declaration of a state of emergency by the Government, riots, commotion, politically motivated sabotage, acts of terrorism or disorder, which are all beyond the control of either the Contractor or PRASA, and which will materially affect the execution of the works or the supply of labour or materials or materially interfere with access to the site or constitute a material risk to persons or property associated with the Contract;

36.1.3 The occurrence of unforeseeable adverse subsurface condi­tions as envisaged in clause 5.3 hereof and which materially affects the cost of the WORKS to the extent that the entire project or the Contract is rendered uneconomical for either one or both of the parties;

36.1.4 A change of circumstances beyond the control of the parties and external to the contract provisions, to the extent that the viability or cost of the project or the Contract is materially and adversely affected to such an extent that the continued performance of the Contract would materially preju­dice any one or both of the parties and that it would be reasonable to allow the prejudiced party to withdraw from the Contract.

Upon such notice of termination: -

36.2.1 the parties shall continue with the execution of the Contract during the period of notification unless otherwise directed by the Project Manager;

36.2.2 all the provisions of the Contract, including this clause shall continue to apply for the purpose of: -

(i) resolving any dispute, and

(ii) ascertaining the amounts payable by either PRASA or the Contractor to the other;

36.3 the Project Manager will be entitled to take possession and occupation of the site, the WORKS and any materials which are the property of PRASA; and

36.3.1 the Contractor and his subcontractors and all their employees and agents shall, within 7 days after the date of termination stipulated in the notice or as agreed, remove all construction plant materials and other assets, belonging to them from the site.

36.4 If the Contract is terminated as aforesaid, the Contractor shall be paid by PRASA such amounts or items that have not already been covered by payments made to the Contractor, for all the work executed prior to the date of termination, at the rates and prices provided in the Contract, and in addition

36.4.1 the amounts payable in respect of any provisional items and PC sums, referred to in the Bill, in so far as the work or service comprised therein has been carried out or performed by the Contractor, and a proper proportion of any such items which have been partially carried out or performed; plus

36.4.2 the cost of materials, plant or goods reasonably ordered for the WORKS, which have been delivered to the site and paid for by the Contractor, or of which the Contractor is legally liable to accept delivery, such materials, plant or goods becoming the property of PRASA upon such payments being made; plus

36.4.3 a sum, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the WORKS in so far as such expenditure has not been covered by any other pay­m­ents referred to in this clause.

36.5 In the event of termination of the Contract by PRASA in the circumstances described in clause 38.1.4 hereof, the Contractor shall be entitled to additional payment amounting to 12 percent of the total contract amount as tendered, after the total sum of the amounts determined in accordance with clauses 38.3, 38.3.1, 38.3.2 and 38.3.3 hereof has been deducted.

36.6 In the event of termination of the Contract by the Contractor in circumstances described in clause 38.1.4 hereof, the Contractor shall not be entitled to any payments in terms of clause 38.3.3 hereof, but he shall instead pay to PRASA an amount equal to 12 percent of the total contract amount as tendered after the total sum of the amounts deter­mined in accordance with clauses 38.3, 38.3.1 and 38.3.2 hereof has been deducted.

36.7 PRASA shall, against any payments due under clause 38, be entitled to be credited with any outstanding balances due from the Contractor, for advances in respect of the Contractor's equipment, materials and construction plant and any other sums which, at the date of termination, were recoverable by PRASA from the Contractor under the terms of the Contract. Any sums payable under this clause shall be determined by the Executive Officer in conjunction with the Project Manager and the Contractor, and he shall notify the Contractor accordingly.

37. INDEMNITIES AND INSURANCE

37.1 The Contractor shall, and hereby does indemnify PRASA against ‑

(i) liability for infringement of any patent, design, trade mark, name, or other protected right; and

(ii) any legal costs or disbursements incurred in connection with any of the matters referred to in paragraph (i) hereof, whenever the liability contemplated in paragraph (i) hereof is due to arise out of anything done, omitted or undertaken, or the use of any plant, process, machine or material, in terms of or for the purpose of the contract.

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

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

37.2.2 any act or omission of any or all of the Contractor’s members, employees, agents, representatives, and/or suppliers;

37.2.3 any damage to, loss of, and/or destruction of property belonging to or in the possession of a commuter, harm, loss, theft, or destruction to property belonging to, in the possession of, and/or under the control of PRASA;

37.2.4 any harm, injury or death suffered or sustained by a commuter, where such harm arises from, is connected to or is caused by an act or omission of the Contractor’s employees, agents, representatives, or by an act of any third party where such act occurs near or within the proximity of any employee, agent, representative of the Contractor and such employee, agent, representative could or should have prevented same from occurring.

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

37.3.1 any damage to the PRASA property, whether movable or immovable;

37.3.2 loss, harm, or destruction of property belonging to PRASA, whether movable or immovable;

37.2.3 liability in respect of any damage, loss, harm or destruction of property, whether moveable or immovable, belonging to commuters and/or third parties;

37.2.4 liability in respect of death, injury, unlawful/wrongful arrest, malicious prosecution, assault, defamation, unlawful search, illness or disease to commuters, PRASA employees and/or third parties.

37.4 Insurance Effected by PRASA

a) Notwithstanding anything elsewhere contained in this Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) PRASA shall effect and maintain as appropriate in the joint names of PRASA, the Contractor and where relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.

CONTRACT WORKS Insurance - which shall provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works.

PUBLIC LIABILITY Insurance - which shall provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity specified in the schedule hereto, in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause as specified in the Schedule hereto.

b) PRASA shall pay the premium in connection with the insurance effected by PRASA

c) The Contractor shall not include any premium charges for this insurance except to the extent which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by PRASA. PRASA reserves the right to call for full information regarding insurance costs included by the Contractor.

d) The Contractor shall give all notices and observe all conditions and requirements of such insurances and shall communicate to PRASA's Insurance Brokers any facts or information known to him which may in any way affect the validity or enforceability of the policies.

e) Any further clarification of the scope of cover provided by the Policies arranged by PRASA should be obtained from PRASA or their Insurance Brokers.

37.5 In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by PRASA the Contractor shall:

a) in addition to any statutory requirement or other requirements contained in the Contract, immediately notify PRASA's Insurance Brokers or the Insurers by telephone, telex, or telefax giving the circumstances, nature and an estimate of the loss or damage or liability.

b) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

c) negotiate the settlement of claims with the Insurers through PRASA's Insurance Brokers and shall when required to do so obtain PRASA's approval of such settlement.

PRASA and Insurers shall have the right to make all and any enquiries on the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

37.6 The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurances effected by PRASA

The Deductibles (First Amount Payable) for which the Contractors are responsible and which the Contractors are responsible, and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable shall be as specified in the Schedule hereto.

Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall, if required by PRASA, be paid net of the Deductible to PRASA who shall pay the Contractor from the proceeds of such payment upon rectification, repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations, liabilities or responsibilities in terms of the Contract.

37.7 Insurance to be Affected by the Contractor

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

a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993) as amended.

c) Employer's Common Law Liability Insurance with a limit of indemnity of not less than the amount specified in the Schedule hereto.

d) Insurance in terms of the provisions of the Unemployment Insurance Act of 1966 as amended.

e) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than the amount specified in the Schedule hereto.

f) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site PRASA shall be entitled to require the Contractor to satisfy PRASA that all materials and equipment for incorporation in the works are adequately insured during manufacture or fabrication.

g) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the Site are to be insured by the Contractor up to the commencement of transit to Site of such assembled or finished equipment components parts or materials unless special arrangements are made with the Principal.

h) Where the Contractor, in the course of undertaking the Contract Works, is required to undertake any work of a professional nature, the Contractor shall effect Professional Indemnity insurance with a limit of liability of not less than the amount detailed in the Insurance Schedule hereto.

The Contractor shall ensure that the Professional Indemnity insurance shall be issued as a dedicated cover to this Contract, and such cover shall not be affected by claims emanating from other work undertaken by the Contractor.

All the above insurances shall be maintained in full force and effect until the issue of a Certificate of Completion, extended for the Defects Liability Period. In respect of the sub-contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance, by ensuring that the Sub-contractors have effected such insurances.

37.8 a) The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by PRASA (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to PRASA the relevant Policy of Policies of Insurance.

b) If the Contractor fails to effect and keep in force the insurances referred to then PRASA may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by PRASA from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

37.9 Sub-contractors

The Contractor shall:

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

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

37.10 Riot Insurance

PRASA shall arrange cover for any damage caused as a result of riot only in respect of those works for which in its opinion, it is deemed necessary. This shall be indicated on the attached Insurance Schedule.

38. RESOLUTION OF DISPUTES

38.1 If a dispute of any kind arises between the Contractor and the Technical Officer, in connection with or arising out of the Contract or the execution of the WORKS, whether during the execution of the WORKS or after their completion, and whether before or after repudiation or other termination of the Con­tract, including any dispute as to any opinion, instruction, determination, certificate or valuation, the matter in dispute shall, within 14 days of dispute having arisen, be referred to the Project Manager with a copy to the Executive Officer. The Project Manager shall decide the matter within 28 days of receipt of the reference and notify the Contractor and Technical Officer of his decision.

38.2 If a dispute arises between the Project Manager and the Contractor, including a dispute arising out of the Project Manager's decision in terms of clause 40.1 hereof, or if the Contractor is dissatisfied with any instruc­tion, assessment, deter­mination, valuation, variation or ruling given or made by the Executive Officer in terms of his powers under the Contract, the matter shall be referred in writing to the Executive Officer within 28 days of the decision of the Project Manager or of the dispute or dissatisfaction, as the case may be, having arisen.

38.3 The parties shall thereafter endeavour to settle the dispute by way of negotiation.

The procedure and forum for the negotiations shall be subject to agreement between the parties. The negotiations shall be without prejudice to either of the parties and neither shall be entitled to rely upon admissions or conces­sions made during such procedures in any ensuing arbitration and/or litigation proceedings.

Either of the parties may elect that the negotiation proceedings be facilitated by an independent Mediator. In such case, the provisions of Clause 40.7 shall apply mutatis mutandis to the appointment of the Mediator. Each party shall bear its own costs in respect of the mediation and pay half of the Mediator's agreed fees and expenses.

38.4 If the parties fail to reach a negotiated settlement, or negotiations break down on account of a deadlock, the Executive Officer shall decide the dispute on behalf of PRASA and shall advise his decision in writing to the Project Manager and the Contractor within 42 days after the day of receipt by him of the reference in terms of clause 40.2. The Executive Officer's decision shall forthwith be given effect to by the Project Manager, the Technical Officer and the Contractor.

38.5 Unless the Contract has already been completed, repudiated or otherwise termin­ated, the Contractor shall, in every case proceed with the WORKS with all due diligence, unless and until the Executive Officer's decision has been revised, as hereinafter provided for, by an arbitral award.

The Executive Officer's decision shall be final and binding on the parties unless it is disputed by the Contractor in terms of clause 40.6 hereof.

38.6 Should the Contractor be dissatisfied with the decision of the Executive Officer in terms of clause 40.4, he may, within 28 days after the receipt thereof, declare the matter to be in dispute by written notification to the Executive Officer. Unless otherwise agreed, the matter shall be referred to an Arbitra­tor appointed in terms of clause 40.7 hereof.

38.7 The appointment of an arbitrator shall be made by agreement between the parties, after a written submission has been made by either party to the other of a shortlist containing the names of 3 suitably qualified persons.

If the parties fail to agree within 14 days of receipt of the submission, either party may apply for the nomina­tion of a suitably qualified person by the Chairperson for the time being of the Association of Arbitrators of South Africa, or by the Vice Chairperson in the absence of the Chairperson.

38.8 The reference to the Arbitrator shall, unless otherwise agreed, be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No. 42 of 1965, as amended), or any legislation passed in substitution thereof. The arbitration shall, unless otherwise agreed, be conducted in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators.

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

Neither party to the Contract shall be limited in the proceed­ings before the Arbitrator to the evidence or arguments submitted to the Technical Officer, the Project Manager or the Executive Officer, for the purposes of preceding proceedings. The award of the Arbitrator shall be final and binding on the parties.

38.10 Arbitration proceedings may be entered into after and at any time before the completion or alleged comple­tion of the WORKS, provided always ‑

(i) that the preceding dispute resolution procedures stipu­lated herein have been fol­lowed and fully exhausted,

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

38.11 Any amount which may become payable by the Contractor to PRASA in consequence of any decision by the Executive Officer or of an arbitrator's award, as the case may be, in accordance with the foregoing provisions of this clause, may be recovered in any manner described in clause 34 hereof or by instituting action in a court of competent jurisdiction.

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

39. INSOLVENCY

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

40. CONFIDENTIALITY

40.1 The Contractor expressly undertakes to keep confidential and not to disclose to any person:

40.1.1 the details of this contract, the details of the negotiations leading to this contract, and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in his contract; and

40.1.2 all information relating to the business or the operations and affairs of the parties (together “confidential information”); without the prior written consent of the Client, which consent may be withheld.

40.2 The Contractor agrees to keep all information confidential and to disclose it only to those officers, directors, employees, consultants and professional advisors in its employ who:

40.2.1 have a need to know (and then only to the extent that each such person has a need to know);

40.2.2 are aware that the confidential information should be kept confidential;

40.2.3 are aware of the disclosing party’s undertaking in relation to such information in terms of this contract; and

40.2.4 have been directed by the disclosing party to keep the confidential information confidential.

40.3 The undertakings given by parties in relation to the maintenance and non-disclosure of confidential information in terms of this contract, do not extend to information that is required by the provisions of any law, statute or regulation or during any court proceedings and subject to the provisions of this contract, the party required to make the disclosure has taken all responsible steps to oppose or prevent the disclosure of and to limit, as far as reasonably possible, the extent of such disclosure and has consulted PRASA prior to making such disclosure.

41. DISCREPANCIES IN DOCUMENTS

(i) In the event of any discrepancy or inconsistency between the project specification and any other document the project specification shall prevail.

(ii) The General Conditions of Contract shall rule over all other documents excepting the project specification.

(iii) Where any drawing is inconsistent with the description in the project specification the project specification shall rule in preference to the drawing.

(iv) The requirements shown on particular drawings shall rule over those shown on standard or type drawings, and particular drawings shall rule over the requirements of standard specifications and SABS 1200 specifications.

Signed by the Contractor at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_ in the presence of the undersigned witnesses.

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

CONTRACTOR

AS WITNESSES:-

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of the Managing Director of PRASA Limited as the duly authorised representative of PRASA at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_ in the presence of the undersigned witnesses.

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

PASSENGER RAIL AGENCY OF SOUTH AFRICA

AS WITNESSES: ‑

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

INSURANCE SCHEDULE TO THE SMALL CONSTRUCTION CONTRACT: CONDITIONS OF CONTRACT

1.    PRASA INSURANCE BROKERS:

Alexander Forbes

c/o Group Executive Manager: Risk and Legal

Passenger Rail Agency of South Africa

Jorisson Place, (Postal address:

66 Jorisson Street, Private Bag X101,

BRAAMFONTEIN Braamfontein, 2017.)

Tel: 011 773 1600

Fax: 011 773 1622

2.    INSURANCES ARRANGED BY PRASA

2.1   Contract Works Insurance:

In respect of loss or damage-

2.1.1 Limit of indemnity

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

2.1.2 Deductibles

Contracts up to R 2,500,000.00 R 5,000.00

Contracts between R 2,500,001.00 and R 5,000,000.00; R 10,000.00

Contracts between R 5,000,001.00 and R 20,000,000.00; R 15,000.00

Contracts between R 20,000,000.00 and R 50,000,000.00; R 20,000.00

Contracts between R 50,000,001.00 and R 70,000,000.00; R 30,000.00

2.2. Public Liability Insurance

        2.2.1. Limit of indemnity – R 10 000 000.00

2.2.2. Deductibles

In respect of Liability arising out of-

Loss of or damage to public utilities R 10,000.00

Loss of or damage to any property R 5,000.00

Loss of or damage due to Spread of Fire R 10,000.00

2.3. SASRIA Special Risk/ Riot Insurance: Arranged

 Note: The above limits and deductibles are renewable annually. The new insurance policy is effective from 01/06/2024 to 31/05/2025.

3.    INSURANCES TO BE ARRANGED BY CONTRACTORS

3.1 Insurance Effected by the Contractor

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

a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

b) Insurance in terms of the provisions of the Workmen's Compensation Act No. 30 of 1941 as amended.

c) Employer's Common Law Liability Insurance

d) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than the amount specified in the Schedule hereto.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the PRASA shall be entitled to require the Contractor to satisfy the PRASA that adequate Professional Indemnity Insurance in respect of liability arising from any act, omission or neglect in such design work has been arranged.

3.2 a) The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the PRASA (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to the PRASA the relevant Policy of Policies of Insurance.

b) If the Contractor fails to effect and keep in force the insurances referred to then the PRASA may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the PRASA from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

3.3 Sub-contractors

The Contractor shall:

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

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

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

Part C3- SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Overview and extent of the works:

This contract covers the cleaning of the Prasa rail reserve within Metrorail Western Cape Region along and between the railway lines including the stations within the train operational area of Cape Metrorail 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 documents.

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 in Cape Metrorail Region. Sections that will be covered are as follows:

|  |  |
| --- | --- |
| Langa | Bontheuwel |
| Nyanga | Phillip |
| Phillip | Mandalay |
| Mandalay | Khayelitsha |
| Khayelitsha | Chris Hani |

C3.1.3 Completion of Work / Programme

The work is required to be completed in on When required basis over the period of Three Month or the depletion of the tendered price, whichever comes first.

No work shall be permitted during the builders’ holidays during the period December.

C3.1.4 Penalties for late Completion

The Contractor together with Technical Officer will be agreed of the days that will be taken to complete the work. The Technical Officer will write a callout and, in the call, out date to complete callout will be stipulated. Should the contractor fail to complete the Works by the date stipulated in in the callout he shall pay an amount of R300 per day to Metrorail as penalties in terms of the Conventional penalties Act, 19962 as amended, the following amounts for each day or part thereof during which the Works or any stage thereof remains incomplete.

C3.2 ENGINEERING

VOID

C3.3 PROCUREMENT

C3.3.1 Preferential procurement procedure

Procurement Works contract shall be done in accordance with Metrorail Policies and procedures

C3.3.2 Subcontracting

VOID

C3.4 CONSTRUCTION

C3.4.1 Applicable SANS 2001 Standards

None

C3.4.2 Applicable national and international standards

None

C3.4.3 Applicable Particular & Generic specifications for this contract:

Particular Specification: (also referred to as “ Project Specification) Cleaning of Rail Reserve.

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.)

C.3.4.3.1 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 Plant and Material supplied by Contractor

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

All materials and labour performed shall be subject to the approval of the Technical Officer, and shall be used in accordance with the manufacture’s specifications.

C3.4.6 Site establishment

C3.4.6.1 Services and facilities provided by Metrorail

No service or facilities will be provided by Metrorail

C3.4.6.2 Services and facilities provided by the Contractor

Site storage / Camp sites

No site storage / camp sites will be available

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.

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. The onus is on the Contractor to familiarize himself with the area on which work will be performed; compile a risk assessment specific to the area and formalize a security plan to address and mitigate the risks identified. There is a separate item in the BoQ for this provision of security. Before resumption of the works, the contractor must produce the proof of appointment of security to the Technical officer as evidence. The Risk Assessment and Security Plan must also be submitted together with the proof of appointment of said security prior to commencement of work.

Tidiness of site

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

3.4.7 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.

3.4.8 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.

3.4.9 Security Arrangements

The Contractor shall be responsible for arranging security for him and his personnel as well as equipment, tools and materials or any other safety precautions necessary for the execution and completion of the work. There is a separate Item provided in the BoQ for this service. The Contractor and his security are expected to collaborate with PRASA Security to ensure that safety is at all times observed. PRASA Security has a reporting structure for any and all Contractors entering the PRASA Railway Reserve. Prior to commencement of work, the Technical Officer and Project Manager will initiate the Contractor on the reporting structure.

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.

C3.5.1.2 Project Manager and Technical Officer

The Project Manager for this contract will be the Regional Engineer, Perway Maintenance, Infrastructure, Metrorail Western Cape. The Technical Officer will be appointed by the Project Manager to administer the performance and the

execution of the Works according to the powers and rights held by and obligations placed upon him in terms of the Contract.

C3.5.1.3 Schedule of Quantities

The quantities in the Schedule of Quantities and Prices, are estimated and may be more or less than stated and realistic rates should therefore be inserted against every item, as no adjustment of rates will be allowed in the event of any increase or decrease of the quantities in the Schedule of Work and Prices.

Tenderers shall submit with their tender the completed and detailed priced schedule (prepared in black ink) for the Works. All work covered by the schedule shall be measured and paid for according the completed schedule.

C3.5.1.4 Programme of Works

No Programme is required

C3.5.1.5 Hours of Work

Normal working hours shall mean the period from 07h00 to 16h30 on normal weekdays

C3.5.1.6 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.

C3.5.1.7 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.

C3.5.1.8 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.

C3.5.1.9 Communication Facilities

The Contractor and his site agent/ supervisor must at all times be contactable via mobile cellular phone for the duration of the contract. The contractor shall allow for the provision and of this service in his rates tendered for 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 struck 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 Safety Committee Meetings

When required by the Technical Officer, the Contractor’s Safety Representative shall attend the Manager’s Safety Committee meetings.

C3.5.2.4 Training of the Contractor’s Staff

Refer clause 5.2 of the SPK7/1 Specification: Training of the Contractor’s flagmen will be done free of charge by Metrorail.

Note:

The number of flagmen will depend on the size of the teams and will be determined by the Technical Officer.

C3.5.2.5 Non-compliance to contractual safety conditions

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

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

C3.6 ANNEXES

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

Cleaning of Rail Reserve.

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

PASSENGER RAIL AGENCY OF SOUTH AFRICA LIMITED

Cleaning of Rail Reserve Cleaning of Rail Reserve

PROJECT SPECIFICATION

DESCRIPTION OF THE WORKS

The sections of rail reserve to be cleaned are set out in the Schedule of Quantities and Prices. The Contractor shall clear the site from all types of refuse, litter and waste e.g. tins, rags, paper, and plastic bags, including garden (vegetation) and kitchen refuse, whether windblown or dumped on the site by third parties.

The Contractor shall gather all the above-mentioned litter in refuse bags (“black bags” for manageable litter), load it onto road trucks and transport it by road for dumping at an approved municipal dumping site.

The removal of dumped builders type rubble e.g. bricks, stones and concrete/cement blocks is included in the scope of the Works. Only human excrement is excluded.

The sections of rail reserve shall be cleaned between the fence/boundary lines of the PRASA including the areas between the railway lines unless otherwise instructed by the Technical Officer or the Technical Officer’s Deputy. The start and end of each section of track reserve between stations will be determined by the ends of the station platforms at the stations.

PROGRAMME AND PROCEDURAL REQUIREMENTS

Once the Contractor has been awarded, he/she will only work when he/she has been called and issued the instructions by a Technical Officer. The contractor will visit the site first together with the Technical Officer and deciding how long will the job take, depending on the nature of the work, once that has been decided the estimated time to complete the job will be stipulated and recorded on the minutes of the site meeting.

TO BE SUPPLIED BY THE CONTRACTOR

Refer clause 4 of the E5, General Conditions of Contract. Litter/refuse bags and vehicular road transport of the litter/refuse to dumping sites are also to be provided by the Contractor.

The Contractor shall obtain “dumping permits/tickets” from the dumping site as proof of the dumping of the litter/refuse on an approved dumping site and submit signed copies of such to the Technical Officer when called upon to do so.

The Contractor shall make allowance for the above mentioned in his rates tendered for the Works.

CLEANING: STANDARDS AND QUALITY CONTROL

The contractor shall clean the track reserve from all litter/rubble as described in clause 1 above. The Technical Officer will carry out regular inspections of the Works to assess the effectiveness of the cleaning work in progress.

The Contractor shall notify the Technical Officer in writing after he has completed the cleaning of a section of track reserve. The Technical Officer shall inspect the cleaned section of track reserve within two days after receipt of this notice. The Technical Officer will reject any areas or sections, which has not been properly cleaned. The responsibility shall rest upon the Contractor to clean the rejected areas or sections in his own time before payment will be made for the cleaning of the particular section. The Technical Officer will issue a

Certificate of completion for each section that has been accepted as “cleaned”.

STACKING OF FILLED REFUSE BAGS

No filled refuse bags may be left overnight on the property of the PRASA. All filled refuse bags shall be loaded and transported to a legal dumpsite on the same day that it was filled. No refuse bags shall be stacked close to any signal cables/equipment whilst awaiting transport. The Contractor will be held responsible for the repairs and/or the costs incurred in effecting such repairs to any damages to the property of the PRASA and/ or any train- delays or cancellations caused by non-compliance to this specification.

RESTRICTIONS

The Contractor will be allowed to carry out work on more than 2 (two) sites simultaneously at any specific time.

MEASUREMENT AND PAYMENT

All work completed as per issued certificates of completion shall be measured and paid for as per the Schedule of Quantities and Prices.

Track Reserve:

The progress will be measured, and the payment will be made for an agreed percentage of the total hectors in the BoQ.

Note\* - Hectors displayed in the BoQ per section are total hectors over the contract period of 3 month.

- The contractor in his rates shall also include cost of equipment and material used (e.g. refuse bags), traveling (including fuel), dumping at a legal sites and also his day labour rates.

There are five sections to be cleaned as specified in the BOQ, and each section requires a minimum number of labourers as outlined below.

|  |  |
| --- | --- |
| Section | Number of Employees |
| Langa – Bontheuwel | 33 |
| Nyanga – Phillip | 79 |
| Phillip – Mandalay | 79 |
| Mandalay – Khayelitsha | 79 |
| Khayelitsha – Chris Hani | 49 |

Additional Work:

See clause 14 of the E5 General Conditions of Contract

ANNEXURE 5

Part C2- PRICING DATA

C2.1 - Pricing Instructions

C2.1.1 Bill / Schedule 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.

iv) 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 Schedule of Quantities and Prices

C2.1.2.1 Measurement and Payment

C2.1.2.1.1 Measurement will only be made in terms of items listed in the Schedule of Quantities and Prices and payment will be done after invoices have been certified by the Manager or Technical Officer.

C2.1.2.1.2 Payment will be made within 30 days of invoice approval. Only fully completed sections will be measured/considered for payment

SCHEDULE OF QUANTITIES AND PRICES: Required Cleaning of Rail Reserve

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| SCHEDULE OF QUANTITIES AND PRICES | | | | | |
|  |  |  |  |  |  |
| ITEM | SECTION TO BE CLEANED | UNIT | QUANTITY | RATE (R ) | AMOUNT (R ) |
| PART A: TRACK RESERVE |  |  |  |  |
| A.1 | Langa to Bonteheuwel | ha | 7.01 |  |  |
| A.2 | Nyanga to Phillip | ha | 25.91 |  |  |
| A.3 | Phillip to Mandalay | ha | 24.84 |  |  |
| A.4 | Mandalay to Khayelitsha | ha | 22.58 |  |  |
| A.5 | Khayelitsha to Chris Hani | ha | 14.67 |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | | | |  |
|  | PART B: CLO |  |  |  |  |
| B.1 | CLO | SUM | 5 |  |  |
|  |  |  |  |  |  |
|  | Sub-Total | | | |  |
|  | PART C: SECURITY |  |  |  |  |
| C.1 | Security | SUM | 21 |  |  |
|  |  |  |  |  |  |
|  | Sub-Total | | | |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Sub-Total | | | |  |
|  | | | | | |
|  | Total Amount (Excl. V.A.T) | | | |  |
|  | Amount of V.A.T (15%) | | | |  |
|  | Total Amount (Incl. V.A.T) | | | |  |

|  |  |  |
| --- | --- | --- |
| SUMMARY OF BoQ | | |
|  |  |  |
| Part | Description | Rand |
|  |  |  |
| A | TRACK RESERVE |  |
| B | CLO |  |
| C | SECURITY |  |
|  |  |  |
| Total amount (Excl V.A.T.) | |  |
| Amount of V.A.T. (15%) | |  |
| Total Tendered Amount (incl. V.A.T.) | |  |

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

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

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

ANNEXURE 6

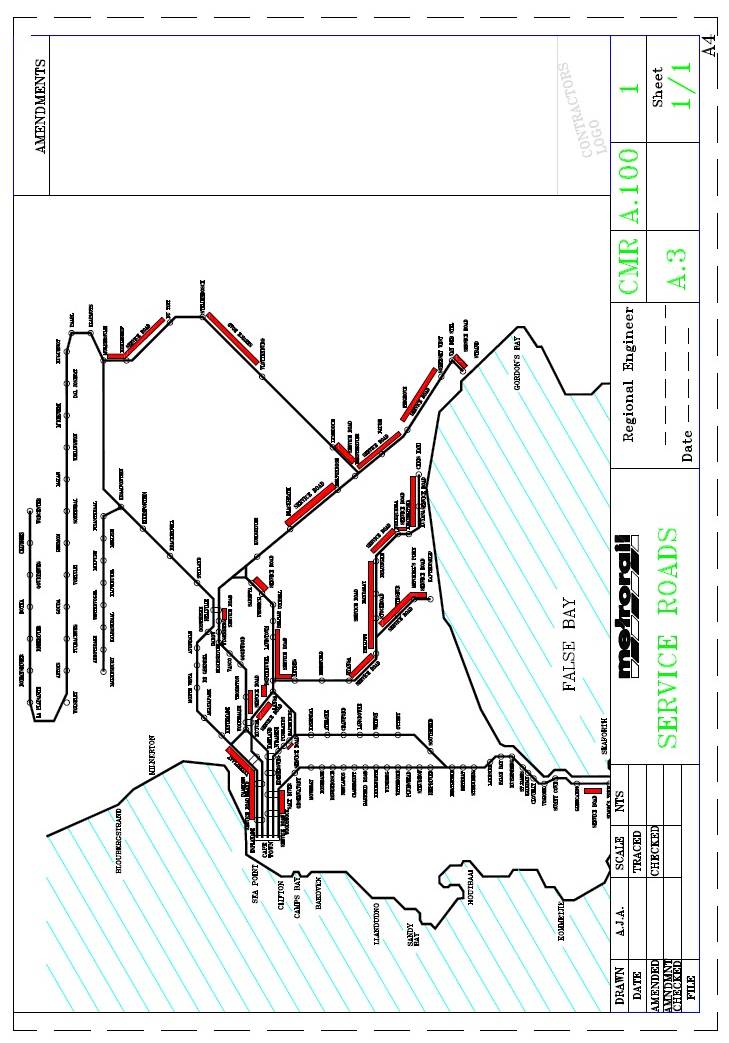
Part C4 - SITE INFORMATION

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

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

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

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



ANNEXURE P

SPECIFICATION E4E PRASA (2004)

PASSENGER RAIL AGENCY OF SOUTH AFRICA

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

(ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

1.1 The Contractor and PRASA are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.

1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by PRASA, on the Site and place of work for the duration of the Contract.

1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.

1.4 PRASA accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Services.

1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

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

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

(a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

(b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;

(c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

(d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

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

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

“contractor” means principal contractor and “subcontractor” means contractor as defined by the Construction Regulations, 2003.

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

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

2.7 “Health and Safety Plan” means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;

2.8 “Risk Assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

2.9 “the Act” means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

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

(a) includes the demolition of a structure exceeding a height of 3 metres; or

(b) includes the use of explosives to perform construction work; or

includes the dismantling of fixed plant at a height greater than 3m,

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

(a) includes excavation work deeper than 1m; or

(b) includes working at a height greater than 3 metres above ground or a landing.

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

3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.

3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.

3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

4. Special Permits

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

5. Health and Safety Programme

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

(i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

(ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

(iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

(a) The identification of the risks and hazards that persons may be exposed to;

(b) the analysis and evaluation of the hazards identified;

(c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;

(d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

(a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;

(b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;

(c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;

(d) the site access control measures pertaining to health and safety to be implemented;

(e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

(f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.5 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.6 The Contractor shall take reasonable steps to ensure that each subcontractor’s Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

5.7 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor’s, and/or subcontractor’s Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.8 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

5.9 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.

5.10 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.11 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.12 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.3 The fall protection plan shall include: -

(a) a Risk Assessment of all work carried out from an elevated position;

(b) the procedures and methods to address all the identified risks per location;

(c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;

(d) the training of employees working from elevated positions; and

(e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor’s Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.

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

ANNEXURE 1 TO ANNEXURE P

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

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

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

2. Principal contractor’s compensation registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3(a) Name and postal address of client:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Nature of the construction work:

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

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9. Expected commencement date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Expected completion date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated maximum number of persons on the construction site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

13. Name(s) of contractors already chosen.

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

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

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Principal Contractor Date

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

Client Date

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

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

ANNEXURE 2 TO ANNEXURE P

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REQUIRED COMPETENCY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In terms of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

representing the Employer) do hereby appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As the Competent Person on the premises at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCEPTANCE OF DESIGNATION

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

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEXURE 3 TO ANNEXURE P

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

ANNEXURE 4 TO ANNEXURE P

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

SITE ACCESS CERTIFICATE

Access to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Area)

Name of Contractor/Builder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract/Order No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

In terms of your contract/order with

(Company)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby

acknowledge and accept the duties and obligations in respect of the Safety of the site/area

of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEXURE Q

PASSENGER RAIL AGENCY OF SOUTH AFRICA

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY

LINES AND NEAR HIGH VOLTAGE

EQUIPMENT

(E7/1 2012)



ISSUED BY : The Executive Manager

Asset Management and Development

PRASA

September 1999 Page i of iii Issue 1

SPK7/1

PASSENGER RAIL AGENCY OF SOUTH AFRICA

ANNEXURE R

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY

LINES AND NEAR HIGH VOLTAGE EQUIPMENT

(E7/1 2012)

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E7/1 2012

PASSENGER RAIL AGENCY OF SOUTH AFRICA

APPROVAL SHEET

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

PASSENGER RAIL AGENCY OF SOUTH AFRICA

E7/1 2012

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

(This specification shall be used in PRASA contracts)

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PRASA‘s contractors

1 DEFINITIONS

The following definitions shall apply:

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

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

Bond: A short conductor installed to provide electrical continuity.

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

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

Dead: Isolated and earthed.

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

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

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

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

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

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

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

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

Project Manager: The person or juristic person appointed by PRASA from time to time as the

Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.

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

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

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

PART A - GENERAL SPECIFICATION

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

2.1 The Contractor shall co-operate with the authorised personnel of PRASA or PRASA’S maintenance and/or operating Contractor and shall comply with all instructions issued and restrictions imposed with respect to the Services which bear on the presence and operation of PRASA or PRASA’S railway lines and high-voltage equipment.

2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of PRASA or PRASA, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of PRASA or PRASA assets or any person is affected. CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.

3. CONTRACTOR'S REPRESENTATIVES

3.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Engineer with the names, addresses and telephone numbers of the representatives.

3.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

3.3 The Responsible Representative shall be familiar with the contents and provisions of the ELECTRICAL SAFETY INSTRUCTIONS, copies of which they shall keep in their possession for the duration of the contract.

4. OCCUPATIONS AND WORK PERMITS

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

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

4.3 PRASA shall not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.

4.4 The Contractor shall submit to the Engineer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. PRASA or PRASA’S maintenance and/or operating Contractor does not undertake to grant an occupation or work permit for any particular date, time or duration.

4.5 PRASA or PRASA’S maintenance and/or operating Contractor reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8 above.

4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.

4.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit, but not exceeding the balance of the reduced occupation or work permit.

4.8 Reimbursement of the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Engineer certifies that no other work on which the labour and plant could be employed was immediately available.

4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Engineer written confirmation of the date, time and duration of the occupation including the specified conditions applicable.

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

5. SPEED RESTRICTIONS AND PROTECTION

5.1 When speed restrictions are imposed by PRASA or PRASA’S maintenance and/or operating Contractor because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.

5.2 When the Engineer considers protection to be necessary the Contractor shall, provide all protection including flagmen, other personnel and all equipment for the protection of PRASA or PRASA’s personnel and assets, the public and including trains. The Contractor shall arrange training and PRASA accreditation of the Contractor's flagmen and other personnel performing protection duties. The cost of the training shall be to the Contractor’s account. It remains the responsibility of the Contractor to protect his personnel and assets at all times.

5.3 The Contractor shall consult with the Engineer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in PRASA’s publication, PERMANENT WAY INSTRUCTIONS.

5.4 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by PRASA or PRASA’S maintenance and/or operating Contractor personnel providing protection.

6. ROADS ON PRASA OR PRASA PROPERTY

6.1 The Contractor shall use every reasonable means to prevent damage to any of the roads or bridges communicating with or on the direct route to the site and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as reasonably possible.

6.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Engineer has obtained the approval of the road authority concerned.

7. CLEARANCES

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

8. STACKING OF MATERIAL

8.1 The Contractor shall not stack any material closer than 3 metres from the centre line of any railway line or within 2.5 metres of the boundary fence without prior approval of the Engineer and considering the presence of any trackside equipment.

8.2 All stacking of material shall take place in accordance with the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and the ELECTRICAL SAFETY INSTRUCTIONS.

9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

A diagram of a track

Description automatically generated

Formation level

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

9.3 Where required by the Engineer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.

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

9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

10. FALSEWORK FOR STRUCTURES

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

10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Engineer a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Engineer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

11. PILING

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

12. UNDERGROUND SERVICES

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

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

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

13. BLASTING

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

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

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

13.4 The Contractor shall advise the Engineer of his intention to blast at least 21 days prior to the commencement of any blasting operations.

13.5 Before any blasting is undertaken, the Contractor and the Engineer shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any cracking or damage that exists. The Contractor, at his own expense shall make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Engineer, is a direct result of the blasting.

13.6 All claims shall be settled by the Contractor as soon as possible. Should unreasonable delays occur, the PRASA will have the right to settle any such claims and recover the costs from the Contractor.

13.7 Within a reasonable time after completion of the blasting, the Contractor shall obtain a written clearance from each land owner in the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties have been settled.

13.8 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).

13.9 Blasting within 500 metres of a railway line will only be permitted during intervals between trains. A person appointed by the Engineer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.

3.10 The flagmen described in clause 13.9 above, where provided by PRASA or PRASA’S maintenance and/or operating Contractor, are for the protection of trains and PRASA or PRASA property and personnel only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

13.11 The person described in clause 13.9 above will record in a book provided and retained by the Engineer the dates and times:

(i) when each request is made by him to the controlling station for permission to blast;

(ii) when blasting may take place;

(iii) when blasting actually takes place; and

(iv) when he advises the controlling station that the line is safe for the passage of trains.

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

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

14. RAIL TROLLEYS

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

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

15. ANCILLARY TRACKSIDE EQUIPMENT AND FACILITIES.

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

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

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

16. PENALTY FOR DELAYS TO TRAINS

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

17. COMPLIANCE WITH STATUTES AND REGULATIONS

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

(i) the OHS Act 85 of 1993, as amended;

(ii) the Explosive Act 26 of 1956, as amended;

(iii) the Workmen’s Compensation Act, 1941, as amended;

(iv) the Mines Health and Safety Act 29 of 1996, as amended;

(v) the ELECTRICAL SAFETY INSTRUCTIONS, as amended;

and all regulations framed under these acts.

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

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

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

18. TEMPORARY LEVEL CROSSINGS

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

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

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

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

18.4 The Contractor shall, at his own cost, take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the level crossing to himself and his employees, his sub-contractors and their employees, the staff of the PRASA and its maintenance and/or operating Contractor and to such other persons as the PRASA may permit, of whose identity the Contractor will be advised.

If ordered by the PRASA’s maintenance and/or operating Contractor, the Contractor shall, at his own cost, appoint persons to control road traffic using any temporary level crossing. Such persons shall stop all road traffic when any approaching train is within 750 m of the level crossing and shall not allow the road traffic to proceed over the level crossing until the lines are clear.

PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE

ELECTRICAL EQUIPMENT

1 GENERAL

1.1 This specification is based on the contents of Spoornet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract on request only. These instructions apply to all work near live high-voltage equipment maintained and/or operated by PRASA or PRASA’S maintenance contractor, and the onus rests on the Contractor to ensure that he obtains a copy.

1.2 The Contractor's attention is drawn in particular to the contents of Sections 1 and 2 of the publication ELECTRICAL SAFETY INSTRUCTIONS.

1.3 The publication ELECTRICAL SAFETY INSTRUCTIONS covers the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).

1.4 This specification must be read in conjunction with and not in lieu of the publication ELECTRICAL SAFETY INSTRUCTIONS.

1.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.

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

1.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of PRASA or PRASA’s maintenance contractor where this is necessary.

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

2. WORK ON BUILDINGS OR FIXED STRUCTURES

2.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earth Services of any kind above ground level situated within 3 metres of live high voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.

2.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Services.

2.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

3. WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING AND/OR UNLOADING

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

(i) the floor level of trucks;

(ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and

(iii) walkways between coaches and locomotives.

When in these positions, no person may raise his hands or any equipment or material he is handling above his head.

3.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.

3.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc. should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.

3.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.

3.5 Where the conditions in clauses 3.1 to 3.3 above cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the relevant authority at the Contractor’s costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the responsible Electrical Engineer in PRASA or PRASA’S maintenance contractor.

4. USE OF EQUIPMENT

4.1 MEASURING TAPES AND DEVICES.

4.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.

4.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.

4.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the senior responsible Electrical Engineer in PRASA or PRASA’S maintenance contractor, but these devices must not be used within 3 metres of live high-voltage equipment in rainy r wet conditions.

4.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 4.1.1 to 4.1.3 above are required.

4.2 PORTABLE LADDERS.

4.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

4.3 SERVICES FROM INSULATED VEHICLES AND TRESTLE TROLLEYS.

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

5. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

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

5.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

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

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

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

(i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.

(ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.

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

6.3 The provisions of clauses 6.1 and 6.2 above shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

7. USE OF WATER

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

8. USE OF CONSTRUCTION PLANT

8.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

8.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.

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

8.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.

8.5 Clauses 8.1 to 8.4 above shall apply mutatis mutandis to the use of maintenance machines of any nature.

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

9.1 If the Responsible Representative finds that the work cannot be done in safety with the high voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.

9.2 If a work permit is issued the Responsible Representative shall:

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

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

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

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

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

10. TRACTION RETURN CIRCUITS IN RAILS

10.1 Dangerous conditions can be created by removing or severing any bond.

10.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by an Authorised Person.

10.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Engineer at least 21 days written notice when removal of such bonds is necessary.

10.4 No work on the track, which involves interference with the traction return rail circuit, either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

11. BLASTING

11.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days’ notice of his intention to blast. The Electrical Officer (Contracts) shall then decide whether it is necessary to have an Authorised Person in attendance during such operations.

11.2 The terms of clause 13 of SPK7/1 Part A or clause 15 of the SPK7/2 Part A, as applicable, shall be strictly adhered to.

12. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY PRASA OR PRASA’S MAINTENANCE CONTRACTOR

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by PRASA or PRASA’S maintenance contractor, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and/or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

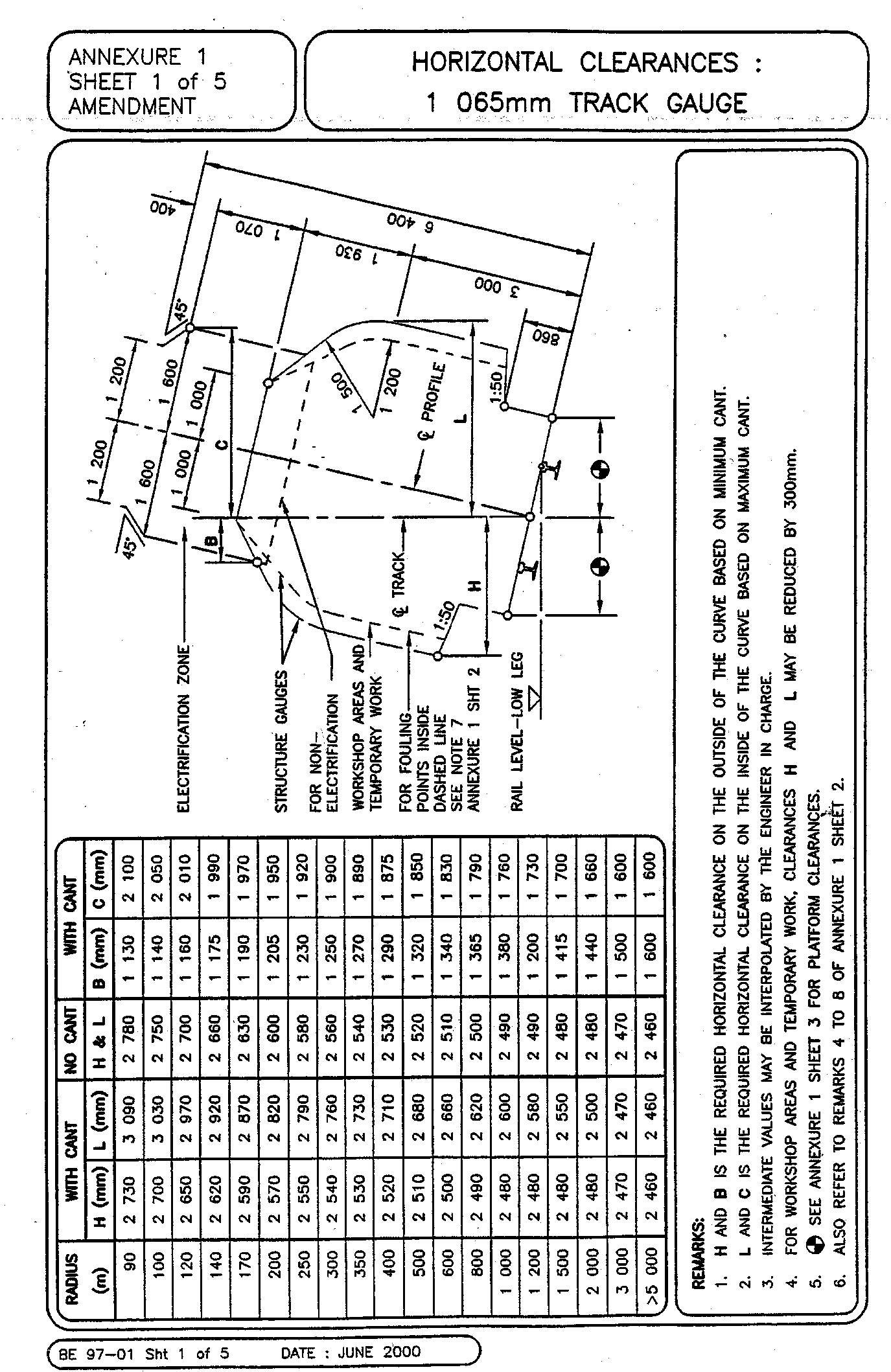
Such equipment includes:

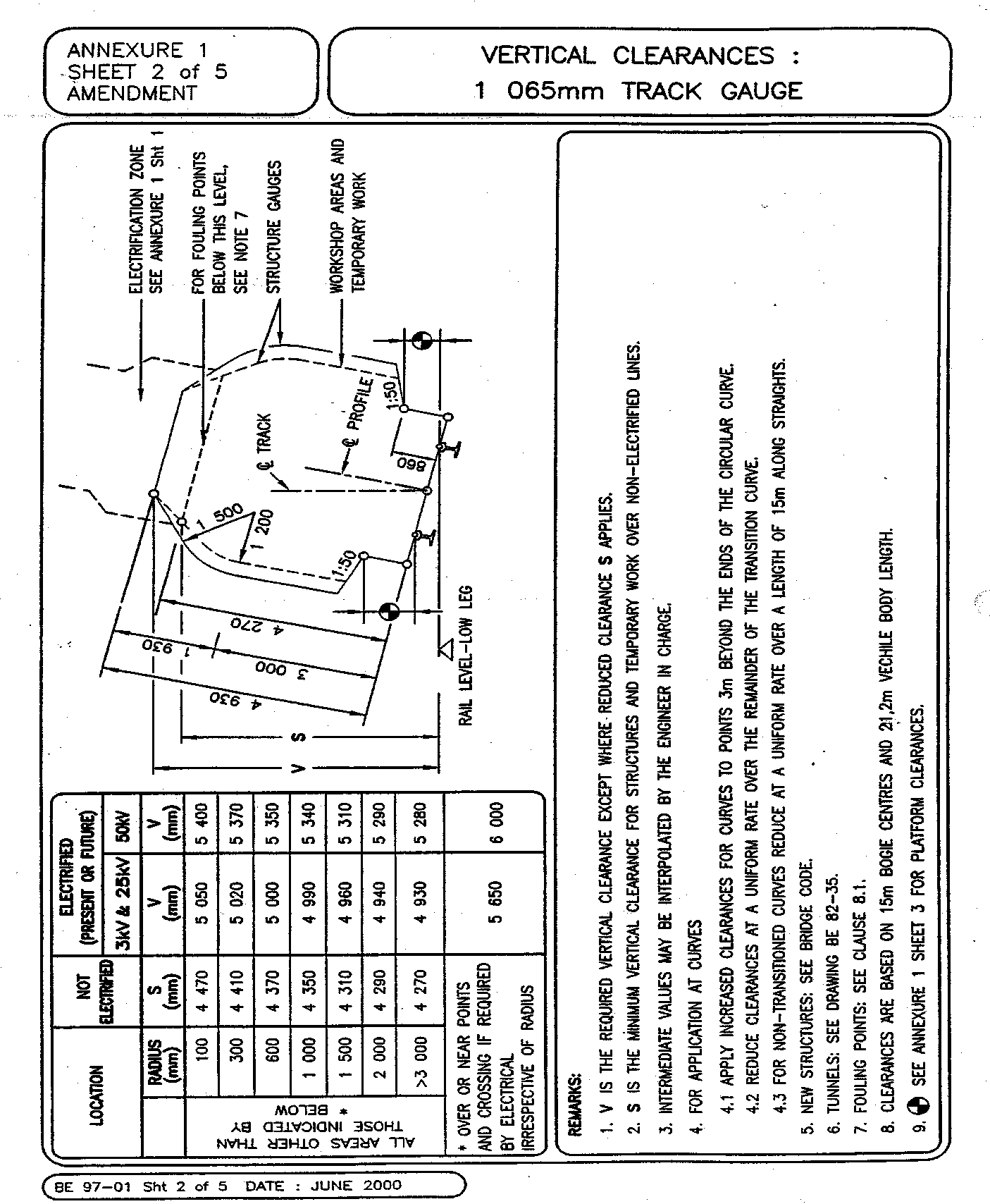
(i) Equipment of Electricity Suppliers;

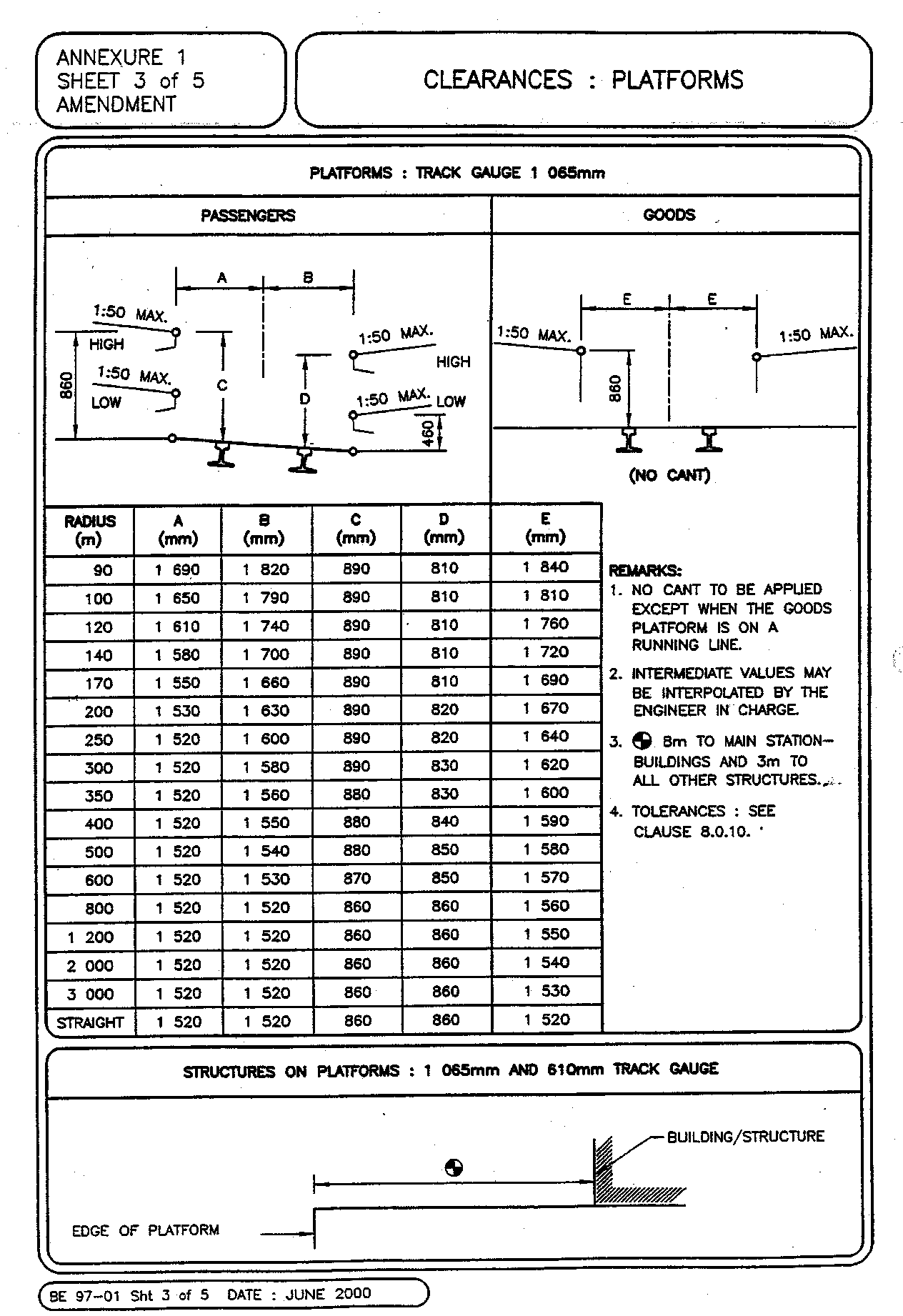
(ii) the Contractor's own power supplies;

(iii) Equipment being installed by, but not yet taken over from the Contractor, and

(iii) Electrified Private Siding equipment.







Signed by THE CONTRACTOR at CAPE TOWN on this ……. day of ……..……………….. 20…..

in the presence of the undersigned witnesses.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AS WITNESSES: (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE BIDDER

(……………………………………..)

who warrants that he/she is

duly authorized to sign (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of THE CLIENT at …………………………………. on this ….. day of

……….………. 20…. in the presence of the undersigned witnesses.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AS WITNESSES: (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE CLIENT

(PASSENGER RAIL AGENCY

OF SOUTH AFRICA) (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…………………………………………………………………...

PARTICULAR SPECIFICATION

PASSENGER RAIL AGENCY OF SOUTH AFRICA LIMITED

PART 3 - E7/1 (July 1998)

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

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2. Vertical clearances 1 065 mm gauge

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1. DEFINITIONS

The following definitions shall apply:

Authorised Person. A person whether an employee of PRASA or not, who has been specially authorised to undertake specific duties in terms of 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.

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.

4.9 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

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.

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.

9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

9.1 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.

A diagram of a track

Description automatically generated

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

9.3 Where required by the 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.

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

9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

10. FALSEWORK FOR STRUCTURES

10.1 Drawings of falsework for the construction of any struc­ture over, under or adjacent to any railway line shall be submitted to the 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 1956 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.

The person described in 13.3 will record in a book provided and retained by PRASA the dates and times –

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.

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.

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

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

the floor level of trucks;

external walkways on diesel, steam and electric locomo­tives, steam heat vans, etc. and

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.

19.2 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.

19.3 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.

19.4 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.

Where the conditions in 19.1 to 19.3 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:

If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be super­vised by the Responsible Representative.

(ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precau­tions shall be taken to prevent contact with live high-voltage equip­ment.

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:-

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.

sign portion C of the permit before commencement of work;

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

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

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.

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

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

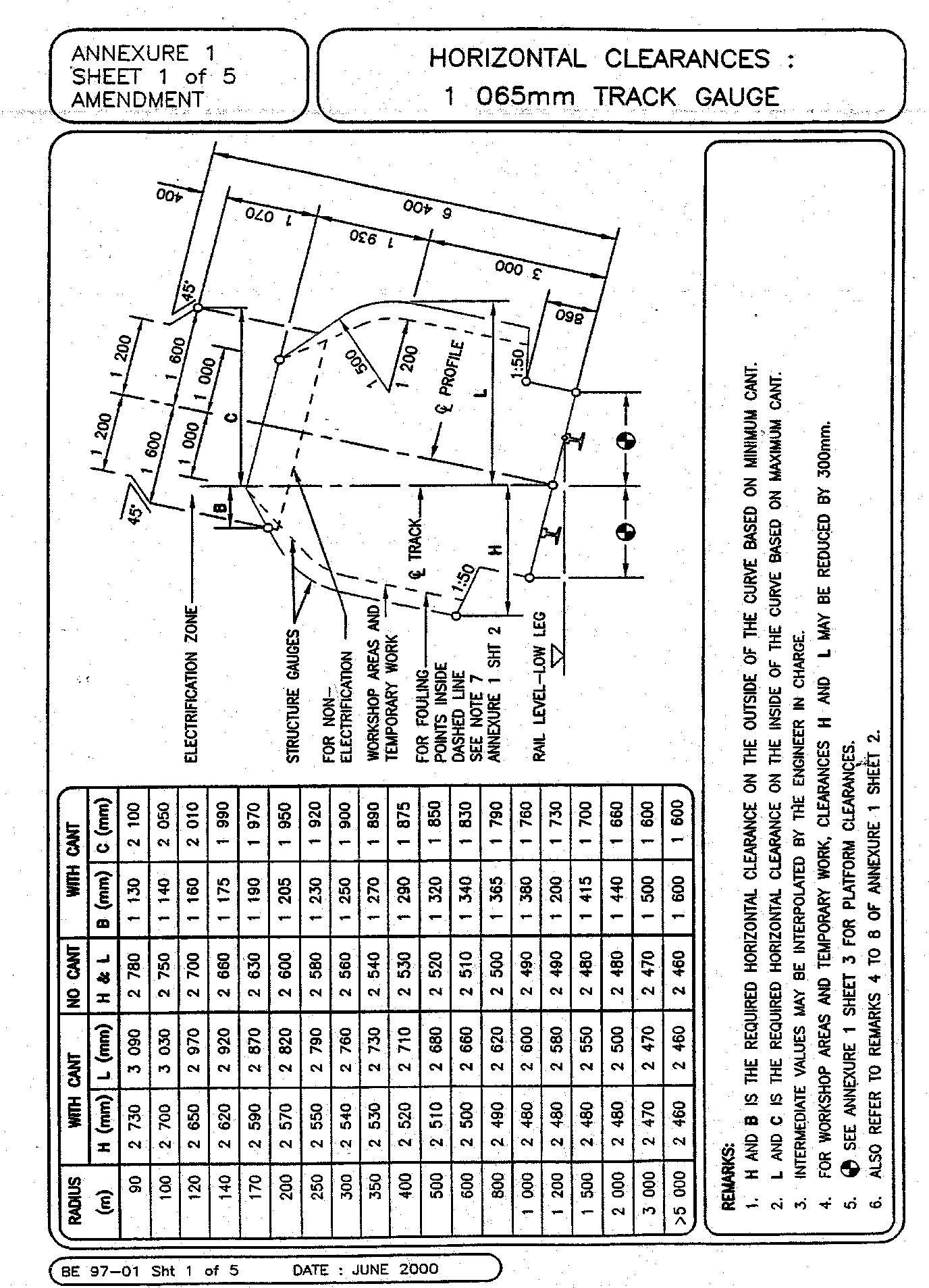
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by PRASA, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes:-

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.



A black and white diagram

Description automatically generated

A blueprint of a building

Description automatically generated

PART 4 - E4E

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

1.1 The Contractor and 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 1993 (the Act) and applicable Regulations.

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.

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.

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.

In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

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: -

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;

the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;

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

the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

“contractor” means principal contractor and “subcontractor” means contractor as defined by the Construction Regulations, 2003.

“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;

“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;

“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;

“Risk Assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

2.9 “the Act” means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

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

includes the demolition of a structure exceeding a height of 3 metres; or

includes the use of explosives to perform construction work; or

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:-

includes excavation work deeper than 1m; or

includes working at a height greater than 3 metres above ground or a landing.

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.

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.

Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

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.

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.

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 PRASA safety requirements and procedures.

4. Special Permits

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

5. Health and Safety Programme

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

The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

(ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

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.

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.

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:

the identification of the risks and hazards that persons may be exposed to;

the analysis and evaluation of the hazards identified;

(c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;

(d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

(a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;

(b)the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;

(c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;

(d) the site access control measures pertaining to health and safety to be implemented;

(e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

(f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

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.

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.

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.

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 organization, health and safety representative or any member of the health and safety committee.

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.

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.

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.

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

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;

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.

The fall protection plan shall include: -

A Risk Assessment of all work carried out from an elevated position;

the procedures and methods to address all the identified risks per location;

the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;

the training of employees working from elevated positions; and

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

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.

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.

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, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

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

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:

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

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

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

Exact physical address of the construction site or site office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of the construction work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Expected commencement date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expected completion date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated maximum number of persons on the construction site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Name(s) of contractors already chosen.

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

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Principal Contractor Date

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

Client Date

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

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

ANNEXURE 2

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

SECTION/REGULATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REQUIRED COMPETENCY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- | --- |
| 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, 1993 (ACT 85 OF 1993) :

DECLARATION

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

Signature: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

NB: Please forward specifications of all items where equivalents specifications of all items where equivalents

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. Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties). [↑](#footnote-ref-2)
3. As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties). [↑](#footnote-ref-3)
4. Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties. [↑](#footnote-ref-4)
5. 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-5)