

SCM SUBMISSION: SPECIFICATION / SCOPE OF WORK

PURPOSE OF SUBMISSION	TO SEEK APPROVAL FOR SPECIFICATION / TERMS OF REFERENCE / SCOPE OF WORK / APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING OF THE RAIL RESERVE ON AN AS AND WHEN REQUIRED BASIS FOR 36 MONTHS IN THE METRORAIL GAUTENG REGION
DESCRIPTION OF GOODS / SERVICES / WORK	FOR CLEANING OF THE RAIL RESERVE ON AN AS AND WHEN REQUIRED BASIS FOR 36 MONTHS IN THE METRORAIL GAUTENG REGION
REQUEST FOR PROPOSAL NUMBER	
DIVISION	METRORAIL GAUTENG PROVINCE
USER DEPARTMENT	INFRASTRUCTURE PERWAY
DATE SUBMITTED	

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1. PREAMBLE

In line with the Prasa strategic objective, Operational effectiveness, PRASA RAIL – Infrastructure department aims to achieve continuous Perway service improvement and reliable track network. This can be achieved through the management and removal of refuse within the Metrorail Gauteng region on all corridors of track network, consisting of railway lines and yards.

2. BACKGROUND INFORMATION

2.1. STATUS QUO

PRASA requires the removal of refuse within the railway servitude that poses a safety risk and hindrance, compliance with the Health and Safety act 85 of 1993, and the Environmental Conservation act 73 of 1989, and maintaining a safe and reliable train service within the railway servitude in the Gauteng region.

2.2. PROBLEM STATEMENT

The build-up of litter contravenes Municipal by-laws and creates an unhealthy environment, presents a breeding ground for vermin and pests, poses a fire hazard to infrastructure, and can potentially disrupt train service by interfering with points machines.

2.3 PICTORIALS



Refuse next to track Tembisa



Refuse on embankment at Limin



Refuse at Doornfontein



3. OBJECTIVES OF THE PROPOSED PROJECT

3.1 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

- 3.1.1 The project aims to restore the Perway infrastructure to enable the rail reserve to function properly, so that departments can access the tracks for maintenance.
- 3.1.2 For PRASA rail reserve to be a clean, neat and hazardous free environment so that the company can run trains at an optimal schedule with no delays caused by fires or damage to infrastructure. Sections which are critical will be addressed first and the rest will be attended to according to priority.

3.2 PROJECT BENEFITS TO PRASA

- 3.2.1 Minimal or no train delays caused by fires damaging infrastructure and refuse blocking drainages systems, and points machines, as well as complying to Municipal regulations, and promoting PRASA's image.

3.3 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

- 3.1 There is no mechanism in place to address the problem at present, the contract expired in November 2021.

4 SCOPE OF WORK AND AREAS OF FOCUS

4.1 SCOPE OF THE DESIRED SOLUTION

4.1.1 PRASA RAIL intends to clean along the rail reserve, tracks, cable routes, yards, substations and relay-rooms within the Metrorail Gauteng Region

4.2 DETAILS ON THE PREFERRED SOLUTION

4.2.1 The scope of work required, is for the service provider to provide cleaning service within the PRASA Gauteng Region. The contract will be valid for a period of three (3) years, the contracted service provider will fulfil the contract on an “as and when” required basis in line with the demand and Perway operational requirements, respectively.

4.3 AREA TARGETED BY THIS PROJECT

4.3.1 The place of work shall be in the Metrorail Gauteng region.

4.4 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

4.4.1 The project will be on an “as and when required” and covers all corridors in the Metrorail Gauteng region, along railway lines, yards, sub-stations, relay rooms, stores and cable runs.

4.5 OTHER RELATED PROJECTS

4.5.1 Tree felling and grass cutting.

5 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

5.1 NATURE OF THE WORK

- 5.1.1 This specification covers the Cleaning of the railway reserve in the Metrorail Gauteng Region
- 5.1.2 The Contractor shall do the work as directed by the Project Manager or his/her delegated assistant and in accordance with the specifications set out in this tender document.
- 5.1.3 PRASA RAIL intends to clean along the rail reserve, tracks, cable routes, yards, substations, and relay-rooms within the Metrorail Gauteng region.
- 5.1.4 The Contractor shall provide two teams, one team to service the North Corridor and the other team to service the East and West Corridors.

5.2 SPECIFICATION OF PROPOSED WORK PROCESSES

- 5.2.1 PRASA requires the contractor to remove all refuse within specified areas within the railway reserve as and when required.
- 5.2.2 The contractor shall work as directed by the technical officer and or his/her appointed assistant and in accordance with the specification described in the tender document
- 5.2.3 The frequency of cleaning will be determined as the need arises.
- 5.2.4 The Cleaning teams shall have a minimum of nine people, three of which will be flagmen.
- 5.2.5 The cleaning teams will operate during normal working hours.
- 5.2.6 All refuse shall be removed by the contractor from the sites daily and dumped at a legal refuse site, dumping slips must be provided as issued by the municipal dumping site.
- 5.2.7 No burning of refuse will be permitted within the railway reserve.
- 5.2.8 No black refuse bags are to be left within the railway reserve for more than one day after the days cleaning cycle.
- 5.2.9 Work programs must be submitted on a monthly basis at least seven days prior to work commencing.
- 5.2.10 All teams to report to the project Manager prior to beginning any cleaning or entering the rail reserve.

5.3 DEFINITIONS

5.3.1 **Stations:** railway station with facilities for commuters to embark and disembark from commuter trains and extends 50 (fifty) meters beyond the platform ends.

5.3.2 **Railway servitude:** Is the area between stations and the boundary fences, excluding stations.

5.3.3 **Refuse:** Means paper, all forms of plastic, glass tins and cans, litter, dead animal remains and rubble.

5.3.4 **Cycle:** means cleaning once between stations or specified area.

5.3.5 **Technical Officer:** is the PRASA Project Manager, his/her appointed deputy or any person lawfully acting in that capacity.

5.3.6 **Remove:** comprises moving the collect refuse from the site and dumping it at a registered municipal dump.

5.4 METHOD OF WORK

5.4.1 The scope of work requires the picking up of refuse placing it in refuse bags and tacking the refuse to a legal dumping site.

5.4.2 The Contractor's methods and program shall provide rapid and effective refuse removal in all areas.

5.4.3 Priority areas for rapid and effective refuse removal include building surrounds, staked cable routes, level crossings, shunting yards, and approaches to stations.

5.5 STANDARDS OF WORKMANSHIP

5.5.1 The contractor shall apply extreme care when working near live high voltage power lines, and railway tracks.

5.5.2 The Contractor shall implement safe working practices and precautions to safeguard his/her personnel.

5.5.3 The Contractor shall follow and abide by the prescriptions as specified in the E7/2 (Specifications for works on, over, under, or adjacent to railway lines and near high voltage equipment, where applicable.)

5.5.4 All specified sites shall be properly cleaned, and all refuse will be picked up and removed from site.

5.6 PERFORMANCE MONITORING AND EVALUATION

- 5.6.1 The Contractor shall always be responsible for supervision of the work and for follow-up.
- 5.6.2 The Project Manager or his/her delegated assistant shall at any time during the cleaning periods carry out inspections of the Contractor's performance, methods and procedures.
- 5.6.3 Photograph of before and after the work commence with actual references of same area and date stamp on Photos must be submitted as proof with every invoice submitted.

5.7 REMEDIAL WORK

- 5.7.1 The Contractor shall carry out immediate remedial work to all area where proper cleaning has not been achieved.
- 5.7.2 Such remedial work shall include re-deploying cleaning teams at sites where refuse has not been properly cleaned up.
- 5.7.3 Failure on the part of the contractor to take immediate remedial action will result in the application of penalties as specified in the contract.
- 5.7.4 In the case of inaction or non-conformance by the Contractor, PRASA rail reserves the right to implement remedial action and recover the cost from the contractor.

5.8 WORK SUPERVISION AND PROTECTION ON SITE

- 5.8.1 The Contractor shall provide a Health and Safety officer supervise cleaning activities.
- 5.8.2 The Contractor shall also provide his/her own qualified flagmen for the protection of the work site (at least 3 flagmen per site) - with valid flagmen certificate's (as required by PRASA Rail)
- 5.8.3 Flagmen must be officially trained, evaluated, and certified competent, (TETA -ASSR 463972 (Accreditation no: TETA 1186) and Transnet 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for two (2) years only, after which re-testing and re-certification of competency will be required.
- 5.8.4 It is the responsibility of the contractor to provide security on site for equipment,

material, and personnel for the duration of the contract.

5.8.5 The contractor shall provide all PPE for his personnel.

5.9 RECTIFICATION OF SUB-STANDARD WORK

5.9.1 The contractor shall rectify all sub-standard work within five (5) days at his/her own cost.

5.9.2 The Project Manager or his/her delegated assistant will inspect all work done and payment will only be made for work that conforms with to the work specification.

5.9.3 Sub-standard work will not be paid.

5.10 PLANT, TOOLS, AND EQUIPMENT

5.10.1 The Contractor shall supply all plant, tools and equipment required for and during the execution of the work.

5.10.2 All tools are to be in good working condition according to Act 85 of 1993.

5.10.3 The Contractor shall supply, maintain and operate all labour, equipment and materials associated with the work.

5.11 GENERAL

5.11.1 Should any damages been caused to any assets of Prasa Rail by the contractor during the execution of his/her duties, it will be recovered from the contractor's account.

5.11.2 These quantities must be recorded and signed by both parties in the triplicate site book provided by the contractor.

5.11.3 The original must be handed to the Project Manager or his/her delegated assistant, one copy will be for the contractors' records and the third to stay in the site book.

5.12 CONTRACT AREA

5.12.1 The contract area will be within all corridors in the Metrorail Gauteng Region.

5.12.2 PRASA will provide the Contractor with a preliminary working program.

5.12.3 The Project Manager or his/her delegated assistant will also arrange for a depot planning meeting one week in advance of any cleaning activity's taking place at particular site.

5.12.4 This meeting will involve all the local stakeholders and production aspects of all work required for the removal of refuse.

5.12.5 Meeting discussions will be recorded by means of the official meeting minutes.

5.13 HOURS OF WORK / OCCUPATION PERIOD

5.13.1 The site will be available to the contractor all the time where trains are not operational, and it will be of the contractor's discretion to utilize this time efficiently in order to finish work within the approved time frames.

5.13.2 Work taking place where lines are operational on weekdays, Mondays to Fridays between 09h00 to 15h00.

5.14 PROJECT SCHEDULE / PROGRAM

5.14.1 Bidders shall submit with their tender a detailed method statement and sequenced program of how they propose to execute the work.

5.14.2 This shall include details of a number and grades of staff, plant, tools, and equipment that he/she intends using for the duration of appointment.

5.14.3 On award of the tender the Contractor's first task under the contract shall be to agree with the Project Manager or his/her delegated assistant on the final work program to be followed and this must be done within 7 (seven) days from date of award.

5.15 DURATION OF CONTRACT

5.15.1 The Contractor shall be able to commence work within two (2) weeks once all necessary documentation and application for site occupation have been completed.

5.15.2 The Project Manager or his/her delegated assistant will issue the contractor with a written site access certificate to commence his/her work.

5.15.3 The Contract duration will be thirty-six (36) Months as and when required.

5.16 TO BE PROVIDED BY PRASA

5.16.1 PRASA Rail will arrange for the training of flagmen.

5.17 TO BE PROVIDED BY CONTRACTOR

5.17.1 The contractor shall in addition to what is stipulated in the Conditions of Contract, also supply the following:

5.17.2 The contractor to provide a site diary or instruction book (in triplicate form) to record any incidents or instructions as well as progress of the work done.

5.17.3 The contractor to provide a logbook or a daily works book (in triplicate form), where he/she shall record the number of personnel on site, trucks, machinery, and equipment used, and a detailed description of work carried out daily.

5.17.4 All equipment, tools, and labour that he/she shall need to successfully complete the project.

5.17.5 Neither of the books should be removed from the site without the permission of the Project Manager or his/her delegated assistant. The original copies of pages from both books shall be delivered to the Project Manager or his/her delegated assistant on a weekly basis.

5.17.6 The Contractor shall do a pre-inspection of work daily for the purpose of planning for each working activity.

5.17.7 The pre-inspection shall include determining the requirements for each daily task as per the approved working program as well as determining other preparation aspects to be attended by PRASA Rail for the successful completion of each planned task.

5.17.8 The Contractor will have to ensure he/she is familiar with the specifications within these contract documents.

5.18 MEASUREMENT AND PAYMENT

5.18.1 Claims for payment will only be made monthly and successful invoices will be paid within 30 days of approval.

5.18.2 Any rejected or incomplete work will not be paid.

5.18.3 All rates in the schedule of quantities must be made per unit of measure as described under "Measurement and Payments clause.

5.18.4 The tendered rates must all be in South African Rand and VAT inclusive.

5.18.5 The rate quoted by the Tendered and accepted by PRASA Rail is subject to price adjustment in accordance with the formula described in 5.18.6 will be applied to allow for all increases or decreases in production costs of a product, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. The factor shall be rounded off to four decimal places.

5.18.6 The contract price adjustment factor shall be -

$$(a \frac{At}{Ao} + b \frac{Bt}{Bo} + c \frac{Ct}{Co} + d \frac{Dt}{Do} + e \frac{Et}{Eo} + . + . - 1)$$

5.18.7 *Ao, Bo, Co, Do, Eo, etc are respectively labour, machinery, material, energy, etc (production factors) indices ruling for the calendar month two (2) months prior to closing date of the tender.*

5.18.8 *At, Bt, Ct, Dt, Et, etc are respectively labour, machinery, material, energy, etc ruling for the calendar month two (2) months prior to the date of annual price adjustment.*

5.18.9 $a + b + c + d + e + . + . = 1$

5.18.10 The indices to be used shall be those for the Consumer Price Index, Production Price Index, SEIFSA as obtained from the monthly Statistical News Release published by STATS South Africa or SEIFSA.

5.18.11 The Tenderer shall with his tender submit a breakdown of the production factors per product and the applicable index and relevant table in that index.

5.18.12 Price shall be firm for the first 12 months calculated from the date of tender. Price adjustment shall there-after only be allowed bi-annually.

5.18.13 Adjustments shall not be effective until accepted by PRASA.

5.18.14 A period of not less than 60 days calculated from the date of application is required by PRASA to consider any increase in prices.

5.19 PAYMENT CERTIFICATE

5.19.1 On or after the assessment date, the Project Manager or his/her delegated assistant and the Contractor will together assess the quantities of the progress on each item in the Bill of Quantities.

5.19.2 The Contractor shall then submit a VAT invoice, a statement and supporting documents and proof of work done.

5.19.3 Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

5.20 PRICING OF THE WORKS

5.20.1 The contractor shall make provision for the costs (direct or otherwise) associated with works on, over or adjacent to railway lines.

5.21 PENALTIES

5.21.1 If the Contractor fails to complete the Services within the time stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.05% of the Contract Price per delayed Day per order, which shall be paid for every day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

5.21.2 The imposition of such penalty shall not relieve the Contractor from his/her obligation to complete Services or from any of its obligations and liabilities under the Contract,

5.21.3 PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 5.21.1

5.21.4 The following penalties will be recovered from the Contractor for delays to PRASA train as described above:

5.21.4.1 Each train R2500,00 per hour or part thereof - maximum of R22 500,00 per day.

5.22 OVERALL STAFFING AND KEY PROFESSIONAL STAFF

5.22.1 PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

The appointed Contractor will be required to provide qualified and experienced professional staff with the following key professional expertise:

5.22.1.1 2 x Health and Safety officer.

5.22.1.2 Railway – Flagman

5.22.2 HEALTH AND SAFETY OFFICER

The desired minimum qualifications for the two Health and Safety officer are as follows:

- Diploma/Degree in Health and Safety management.
- Minimum of 3 years of post-professional experience.

5.22.3 RAILWAY – FLAGMAN

The desired minimum qualifications for the Railway – Flagman are as follows:

- Valid and recognised Railway – Flagman certificate.
- A minimum of 3 years' experience.

NB: A minimum of three qualified railway flagmen shall be deployed for each occupied section.

5.22.4 TEAM COMPOSITION

5.22.4.1 The Contractor shall ensure that he/she has a complete team's composition for any cleaning work.

5.22.4.2 No work shall commence before this cleaning teams is complete and arrangements for this team must be done prior to the commencement of the works to minimize delays.

5.22.4.3 The cleaning team's composition is comprised of the following:

5.22.4.3.1 Three Flag men

5.22.4.3.2 A minimum of six general workers

5.22.4.3.3 The contractor shall provide a minimum of three fully staffed cleaning teams for the duration of the contract, additional teams may be required as and when required.

5.22.4.4 The Contractor shall ensure that he/she have adequate teams deployed to complete the works as per the approved programme and timeframes.

5.23 APPLICABLE SPECIFICATIONS

5.28.1 The documents forming the contract are to be taken as complimentary to each other. In case of any discrepancy or inconsistency between contract documents, the order of precedence will be:

E7/2	Specification for Works on, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment
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6 TIME FRAMES / PROGRAMS

KEY MILESTONES

Milestone	Key dates
Specification / TOR / SOW Approval	21 Days
Tender Advert	14 Days
Tender Briefing	1 day
Tender Close/Submissions	16 Days
Approval of BEC and BAC committee	21 Days
Tender Evaluations	14 Days
HVTP (where applicable)	
Tender Recommendations and approvals	14 Days
Negotiation (where required)	
Award to successful Bidder	21 Days
Signing of Contract	30 Days

Table 6.1 Key Milestones

7 CIDB REQUIREMENTS

7.1 IS THIS A CIDB RELATED PROJECT? (YES / NO)

If YES, what is the applicable Class of Work & Grade?

Class of Work: NA

Minimum Grade: NA

8 PROJECT SPECIFIC TERMS AND CONDITIONS

9.1. PERFORMANCE LEVEL

- 8.1.1 The Contractor shall perform strictly in accordance with the levels required by this Agreement and any other specifications emanating there from and accept the penalties which will be instituted for non – performance.

9.2. INCREASE OR DECREASE IN COSTS

- 9.2.1. Price adjustment will be applied as stipulated in clause 5.18.6, to allow for any increase or decrease in cost relating to material, labour and fuel during the contract period.

9 PROJECT SPECIFIC SAFETY AND RELATED REGULATIONS

- 9.1 All work in this contract shall comply with the:
- 9.2 Occupational Safety Act No 85 of 1993,
- 9.3 National Environmental management Act 107 of 1997
- 9.4 A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.
- 9.5 The Contractor shall comply with all applicable legislation and PRASA's safety requirements adopted from time to time and instructed by the Project Manager or his/her delegated assistant. Such compliance shall be entirely at the contractor's cost and shall be deemed to have been allowed for in the rates or total prices in the contract.
- 9.6 The Contractor shall report all incident verbally or telephonically to the Project Manager or his/her delegated assistant within 5 minutes of occurrence and the contractor shall submit a written preliminary incident report to the Project Manager or his/her delegated assistant within 12 hours of its occurrence and a final report to be submitted within 24 hours of its occurrence.
- 9.7 All personnel employed by the Contractor shall have undergone a Health and Safety Induction.
- 9.8 The Contractor shall make necessary arrangements for sanitation and water at these relevant sites during the cleaning work.
- 9.9 The safety file will be approved only after all the requirements on the checklist are met. WITS_LIB/RISK_MGT/SHE File Checklist (version 3) is attached in this regard.
- 9.10 All work shall always comply with the E7/2 Specification attached hereto.
- 9.11 Normal protection measures in accordance with the Protection Manual shall apply.

- 9.12 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises, and any changes shall be communicated to all employees on a works site before work proceeds.
- 9.13 The contractor shall be responsible for the safety of personnel on site. The following shall also form part of the safety plan:
- 9.13.1 Transportation of equipment and personnel.
- 9.13.2 Transportation, storage and handling of hazardous material
- The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.
- 9.14 It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the PRASA SHE Specification.
- 9.15 The contractor is responsible for appointing the safety officer full-time on site whose sole responsibility will be to manage and monitor safety related issues on site.
- 9.16 All drivers must have valid driver's licenses and Public Drivers Permits (PDP) where applicable. Vehicles must be road worthy.
- 9.17 The Contractor will be responsible for all protective clothing and equipment for his/her employees.
- 9.18 Normal protection measures in accordance with the Protection Manual shall apply.
- 9.19 All protection arrangements shall always remain under the supervision and responsibility of a Project manager or his/her delegated assistant.
- 9.20 The contractor shall always be required to supply adequate and competent supervision. required by PRASA) to properly supervise the execution of the work.
- 9.21 The contractor must supply his/her own flagmen with valid flagmen certificate as required per work site for protection duties. (At least 3 flagmen per site)
- 9.22 The contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.
- 9.23 The contractor shall not allow any persons on the work site to venture within the structure gauge when this warning procedure is not operating effectively.

- 9.24 The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the center of each work site. The cost to the contractor of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.
- 9.25 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the contractor and implemented before any work commences. This procedure shall be updated whenever the need arises, and any changes shall be communicated to all employees on the work site before work proceeds.
- 9.26 This clause will remain effective for the duration of the contract until the contractor hands back the site to PRASA Project Manager or his/her delegated assistant.

10 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

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

