
PART C3: SCOPE OF WORKS

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PART C3.1

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Part C3

Section 1

Scope of the works

1 DESCRIPTION OF THE WORKS

1.1 EMPLOYERS OBJECTIVE

- 1.1.1 The essence of the contract is that Transnet Freight Rail requires the control of living vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks or other areas included in the contract.
- 1.1.2 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of **long-term control of vegetation**. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.
- 1.1.3 Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract.
- 1.1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.
- 1.1.5 The contract will only be awarded to a tenderer who has experience in the application of herbicides in Southern Africa.

1.2 OVERVIEW OF THE WORKS

The contract covers the control of vegetation including declared weeds and declared invader plants, by means of chemical herbicides on Transnet property, to the extent that areas treated chemically or otherwise in terms of this contract are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

1.3 EXTENT OF THE WORKS

The scope of the works briefly consists of the following:

- The control of vegetation, including declared weeds and declared invader plants by means of chemical herbicides of mainly lines as indicated in the Bill of Quantities.
- The execution of the works shall include any work arising from or incidental to the scope of works or required of the Contractor for the proper completion of the contract in accordance with the true meaning and detail of the contract documents.

- The Contractor shall obtain his/her own information regarding species occurrence and extent of vegetation to be controlled in order to comply with the required standards.

1.3.1 This contract covers the control of vegetation on Transnet property in the geographical area controlled by the Depot Engineers, Vryheid, Ermelo, Empangeni, Durban, Ladysmith & Heidelberg

1.3.2 The extent of the work consists of mainly lines as indicated in the Bill of Quantities and Prices.

1.3.3 The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

1.3.4 The Contractor shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

1.4 LOCATION OF THE WORKS

The location of the works is in the geographical area controlled by the Depot Engineers, Vryheid, Ermelo, Empangeni, Durban, Ladysmith & Heidelberg

1.5 DURATION OF CONTRACT

1.5.1 The work provides for the control of vegetation for commencing on the date of notification of acceptance of tender with Transnet Freight Rail. Transnet Freight Rail wishes to encourage new entrants into the on-track weed control environment.

1.5.2 To achieve this the following will be applicable;

New entrants with new equipment (to be approved by Transnet Freight Rail)

5 Year contract – Price adjustment for inflation clause **will** apply.

Existing/previous contractors with existing/old equipment

1 Year contract – Price adjustment for inflation clause **will not** apply.

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Section 2

Engineering

2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Not Applicable

2.2 EMPLOYERS DESIGN

Not Applicable

2.3 DESIGN BRIEF

Not Applicable

2.4 DRAWINGS

Not Applicable

2.5 DESIGN PROCEDURES

Not Applicable

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Section 3

Procurement

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| | Preferential Procurement Procedure |
| 3.1 | Not Applicable |

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Section 4

General Maintenance Aspects

GENERAL MAINTENANCE ASPECTS

Work specifications

- Standard Specifications.
The following standard Specifications will be applicable to this contract:
 - SANS 1200A – General
 - SABS Code of Practices no 0206-1983”Safety procedures for the disposal of surplus pesticides and associated toxic waste.”
- Generic Specifications:
The following Generic Specifications will be applicable to this contract:
 - Transnet generic specifications.
E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
 - E7/1 (July 1998); Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

Plant and Material

- 4.2.1 Any plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Contractor, or the value thereof will be deducted from moneys falling due to him/her.
- 4.2.2 The Contractor shall provide written certification of compliance with specification of any materials (chemical) or equipment supplied by him / her

Construction Equipment

All equipment necessary to execute the works shall be supplied by the contractor. For new proposals this could include locomotives, haulage machines, wagons, road rail vehicles, water tankers, spray units, etc

Construction Equipment

All equipment necessary to execute the works shall be supplied by the contractor.

Existing Services

Reinstatement of services and property damaged during execution of the work.

4.4.1 Any damages caused by the Contractor to Transnet property and services shall be rectified by the Contractor at his own cost and to the full satisfaction of the supervisor.

4.5 Site Establishment

4.5.1 Services and facilities provided by the employer:

- In the case of a contract for vegetation control the following will be provided free of charge:
- Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use. **It is important to note that water points are few and far apart. Accessibility to site is also not always possible.**
- Inspections of the areas of work by motor trolley may be arranged with the Supervisor, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot. The Supervisor shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

4.5.2 To be provided by the Contractor

4.5.2.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.

4.5.2.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

4.5.2.3 The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

4.5.2.4 The personnel of the contractor shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Supervisor or his/her deputy.

4.5.2.5 An effective safety procedure to be followed by all personnel on any Transnet Freight Rail work site shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

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Section 5

Management of the Works

5 MANAGEMENT OF THE WORKS

5.1 Site Meetings

5.1.1 The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Supervisor. These meetings will be conducted to monitor progress and discuss contractual issues when required. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

5.2 Site Books

5.2.1 A Site Instruction Book, A4 size, with triplicate pages shall be provided by the Contractor. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheet for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".

5.2.2 A Daily Diary Book with triplicate pages shall be provided by the Contractor and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Bill of Quantities completed for each day shall also be recorded and signed off by both Transnet Freight Rail (TFR) and the Contractor at the end of each day. This site diary shall also serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.

5.2.3 Only persons authorised in writing by the Project Manager or Contractor may make entries in the site books.

5.3 PROGRAMME OF WORK

5.3.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Supervisor for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

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

5.3.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,

- 5.3.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,
- 5.3.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- 5.3.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- 5.3.2.5 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work;
 - monitoring the standard of weed control achieved;
 - identifying any damage or hazards which may have been caused by the weed control operation, and
 - planning of timeous execution of remedial work where control is not being achieved.
- 5.3.3 The Contractor's programme shall allow for commencement with the initial application of chemicals at the appropriate timing, i.e. coinciding with the initial rainy season, for achieving maximum success and for completion in the shortest possible time, but not later than ~~six~~ **four** weeks after commencement of the initial application.
- 5.3.4 The programme shall be based on the quantities and numbers of worklots shown in the Bill of Quantities.
- 5.3.5 In addition to the annual programme provided the Contractor shall submit daily working programmes to the Supervisor, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/or deviating from it without notifying the Supervisor, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

5.4 PERFORMANCE MONITORING AND EVALUATION / INSPECTIONS

- 5.4.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 5.4.2 The Supervisor shall at any time during the application periods carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor and he/she may be ordered by the Supervisor to re-treat entire worklots or sections where such chemicals were applied.

- 5.4.3 The Supervisor will during each growth season carry out **[two / three]** official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Supervisor.
- 5.4.5 The first inspection shall be done at, or within [20] weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 5.4.6 The second inspection of the season will be carried out at, or within [36] weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- ~~5.4.7 The third inspection of the season will be carried out at, or within [36] weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.~~
- 5.4.8 During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".
- 5.4.9 The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year.
- The rejection by the Supervisor of work performance may be contested by the Contractor only at the time and place of rejection.
- The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.
- 5.4.10 In the case where the Supervisor and the Contractor fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Contractor shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Core Clauses (W1) of the ECC 3.

5.5. REMEDIAL WORK

- 5.5.1 The Contractor shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated worklots.
- 5.5.2 The Supervisor may, at any time after the first measurement order the Contractor to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Supervisor for his/her approval. Failing to do so the Supervisor may arrange for such action to be carried out by others at the cost of the Contractor.
- 5.5.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.
- 5.5.4 Fire may not be used as a method of vegetation control or as a method of remedial action.

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