

**PART C3**  
**SCOPE OF THE WORKS**  
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**PART C3.1**

**SECTION 1**

**DESCRIPTION OF THE WORKS**

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1.1	EMPLOYERS OBJECTIVE
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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, in yards 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 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**

This contract covers the control of vegetation, including declared weeds and declared invader plants, by means of chemical herbicides applied by portable and/or other approved equipment or method on Transnet property in the geographical area controlled by the Depot Engineer, **Vryheid and Ermelo**, to the extent that area(s) treated chemically or otherwise in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined, for the periods specified herein.

**1.3 EXTENT OF THE WORKS**

The scope of the works briefly consist of the following:

- The control of vegetation, including declared weeds and declared invader plants by means of chemical herbicides of mainly yards 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. He/she must also determine the best method to control the vegetation.

1.3.2 The extent of the work consists of mainly yards 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.

**1.4 LOCATION OF THE WORKS**

The location of the works is in the geographical area controlled by the Depot Engineer, Vryheid and Ermelo.

**1.5 DURATION OF CONTRACT**

1.5.1 The work provides for the control of vegetation for a period of two years (24months) commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

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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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3.1	Not Applicable

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4.2	PLANT AND MATERIAL
4.3	CONSTRUCTION EQUIPMENT
4.4	EXISTING SERVICES
4.5	SITE ESTABLISHMENT

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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) supplied by him / her.

**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 in yards 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.
- 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.
- 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.

#### **4.5.2 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 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. 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.

**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 centre of each work site**

4.5.2.5. 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. 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.

- 4.5.2.6 The Contractor shall make available employees to be trained, certificated and used as flagmen when required. The training shall be done at no charge to the Contractor.

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**SECTION 5**  
**MANAGEMENT OF THE WORKS**  
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5.3	PROGRAMME OF WORK
5.4	PERFORMANCE MONITORING AND EVALUATIONS / INSPECTIONS
5.5	REMEDIAL WORK

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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 for achieving maximum success and for completion in the shortest possible time, but not later than six 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 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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**SECTION 6**  
**ENVIROMENTAL REQUIREMENTS**  
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<b>Item no.</b>	<b>Description</b>
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6.2	DAMAGE TO FAUNA AND FLORA

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Section 6

Environmental Requirements

**6. ENVIRONMENTAL REQUIREMENTS**

**6.1 Compliance with Statutes**

6.1.1 The Contractor's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 68 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

6.1.2 The Contractor's authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.

In the event of work taking place on numerous sites at the same time, the contractor must ensure that there is a registered Pest Control Operator on each site.

**6.2 DAMAGE TO FAUNA AND FLORA**

6.2.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed.

6.2.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

- 6.2.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

- 6.2.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

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**SECTION 7**  
**PARTICULAR SPECIFICATIONS**  
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<b>Item no.</b>	<b>Description</b>
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7.2	METHOD OF VEGETATION CONTROL
7.3	STANDARD OF WORKMANSHIP

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### Section 7

#### Particular Specifications

#### 7. Particular Specifications

This part covers the techniques, types and use of spraying equipment, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

##### 7.1 DEFINITIONS

- **Supervisor.** Any person appointed by the Employer to deputise for him / her in supervising and carrying out the contract.

##### 7.1.1 CONTROL

7.1.1.1 Control is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

- The constituent parts of all plants occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and
- the development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and
- there are no dead or dry remains of any vegetation within the treated area (worklot), which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.

7.1.1.2 Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

##### 7.1.2 WORKLOTS

7.1.2.1 A WORKLOT is a subdivision of any area on which the Contractor shall control vegetation.

- In the case of yards and areas of a worklot will be areas of 300m<sup>2</sup> each.
- Worklots in yards, depots/areas are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 300 square metres.
- In yards, depots/areas where control is required worklots may be irregular in shape. For inspection and payment purposes, worklots shall

be physically measured where necessary. In such instances the Supervisor shall decide in advance and advise the Contractor accordingly, of the method of measurement to be adopted in any particular area.

- In yards, depots/areas worklots will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.
- A worklot for cable routes will normally be areas of 0.75m wide on both sides and parallel to the cable route and 200m long.

7.1.2.2 A provisional worklot is any area or combination of areas totalling a maximum of 300m<sup>2</sup> in the case of open lines and 300m<sup>2</sup> in the case of yards, which is not necessarily intended to be controlled annually.

**However, if any provisional worklot has been sprayed under this contract the previous year and the same worklot is again sprayed the next year, payment for the second and consecutive years sprayed would be at the normal rate applicable for that area and the work would be considered as additional work to the Bill of Quantities.**

7.1.3 Formation is the finished earthworks surface upon which the track is laid.

7.1.4 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

7.1.5 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at the clearance mark of the facing points.

7.1.6 Depots/areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads, railway tracks and dumping areas within the railway reserve.

**This may also include radio masts, signal equipment, relay stations and electrical sub-stations and other specified areas outside the railway reserves.**

7.1.7 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

7.1.8 Spraying means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

7.1.9 A staked cable route is the area directly beneath or adjacent to places where signal or other cables are suspended above ground level. Such routes are not necessarily adjacent to track work.

## 7.2 METHOD OF VEGETATION CONTROL

- 7.2.1 The Contractor's methods and program shall provide rapid and effective control in all areas, but particularly building surrounds, staked cable routes, level crossings, shunting yards and approaches to stations. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.
- 7.2.2 Where a chemical approach to vegetation control is adopted, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in 7.3.1.1 will be permitted.
- 7.2.3 Vegetation control in terms of the contract will normally be required in respect of yards, depot and ancillary areas, where applicable. The type of herbicides and the methods of application to be employed are as specified T2.1 (Returnable Documents) and are subject to the approval of, and monitoring by the Supervisor.
- 7.2.4 The Supervisor's approval shall first be obtained for use of other herbicides.
- 7.2.5 Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.
- 7.2.6 Any deviation from the method of work submitted as per T2.1 (Returnable Documents) by the Contractor shall be subject to the approval of the Supervisor.

## 7.3 STANDARDS OF WORKMANSHIP

- 7.3.1 Standard of vegetation control for individual worklots.
- 7.3.1.1 Vegetation control shall be such that there is no live vegetation growth (including creepers) exceeding 150mm in any dimension, occurring in the worklot, nor more than fifteen (15) live plants of any lesser size.

This excludes overhanging canopy growth of plants: -

- (i) with rootstock established entirely outside the worklot.
- (ii) with rootstock established on the boundary of the worklot, provided that:
  - control was achieved over the remainder of the worklot.
  - a clear spray line is visible, showing that herbicide was effectively applied over the entire surface of the worklot.
  - the Contractor took the presence of such growth into account and that the choice of herbicides and chemical use was adjusted accordingly.
  - The boundary concerned is not the boundary of an adjoining worklot.

This exception does not apply in the case of creeping grasses (e.g. Cynodon) with nodal rooting within the worklot even though such growth may originate from a plant outside the worklot.

- 7.3.1.2 In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 150mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Supervisor.

7.3.2 Manual removal of vegetation

No felling or hoeing of vegetation will be allowed during the two months preceding final inspection. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All lots where such hoeing and felling or herbicides application were done will be rejected.

For this contract, the Contractor should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices for the first year only, includes all work necessary to achieve the required control, e.g. slashing and removal of debris before or just after spraying. The intention to slash and remove should be cleared with the Supervisor prior to work starting.

7.3.3 Overall control

- 7.3.3.1 The overall standard of control to be achieved by the Contractor over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

$$\text{Overall Control} = \frac{(\text{Worklots treated} - \text{Worklots rejected})}{\text{Worklots treated}} \times 100$$

- 7.3.3.2 The standard of "Overall Control" to be provided on each district by the Contractor shall be:

YEAR	1	2 and Consecutive years
Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	80	90

- 7.3.3.3 Failure by the Contractor to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Contractor, which will entitle the Employer to act in terms of clause 91.2(Core Clauses) of the ECC3 General Conditions of Contract .



**SECTION 8**  
**GENERAL SPECIFICATIONS**  
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<b>Item no.</b>	<b>Description</b>
8.1	GENERAL
8.2	HEALTH AND SAFETY

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Section 8

General Specifications

**8. GENERAL SPECIFICATIONS**

**8.1 General specifications**

- 8.1.1 E4E (January 2004) – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.
- 8.1.2 Specification E7/1 (Jul 1998): Specification for works on, over, under or adjacent to railway lines and near high voltage

**8.2 HEALTH AND SAFETY**

- 8.2.1 The Contractor shall at all time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).
- 8.2.2 The Contractor shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Contractor must conduct his own formal risk assessment to identify all risks. The Contractor is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g.
- Working with herbicides
  - live OHTE
  - Executing work on one line while a normal train service is running on adjacent line/s
  - Sanitation and refuse disposal as a threat to the environment.
- 8.2.3 The Contractor shall be responsible to ensure the use of only technically competent trained staff on all types of work.
- 8.2.4 The Contractor shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.
- 8.2.5 The Contractor shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.
- 8.2.6 The Contractor shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area supervisors and contract supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.
- 8.2.7 The Contractor shall also be responsible to ensure that contract managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).

8.2.8 Non-compliance with safety requirements will result in an immediate suspension of work without payment.

8.2.9 Where training is required by the Contractor and Transnet Freight Rail (TFR) is committed to provide training, the Contractor shall qualify his tender as to what and how many staff, training will be required for. After award of the contract, the Contractor shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Supervisor, for this training / testing.

The following training shall be arranged for the following Contractors staff:

Course	Objective	Duration & trainer	Grade to attend
A) <b>Awareness</b> (Electrical)	To inform all Contractors staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. <b>Accredited Electrical trainer / Depot's Electrical Supervisor.</b>	<ul style="list-style-type: none"> <li>All workers and staff working on the contract</li> </ul>
B) COM <b>Competency</b> (Electrical) (To follow A)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days Total = <b>1 day</b> <b>Accredited Electrical trainer</b>	Supervisor (Responsible person in charge at machine working)

The electrical awareness training must be arranged for beforehand on-the-job.

The electrical educational and competency training may be arranged for at either a depot's lecture room's (Transnet Freight Rail (TFR) property), or at a venue of the Contractors choice (Contractors cost).