

ANNEXURE A

PLEASE SEE THE SCOPE OF
WORK/SPECIFICATIONS ATTACHED

Respondent's Signature

Date & Company Stamp

A1
Kimberley South
Special Conditions and specifications Part A
Vegetation Control Level crossings

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

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**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS:-
CONTROL OF VEGETATION AT LEVEL CROSSINGS**

PART A: GENERAL

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SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

A1. SCOPE OF WORK

This contract covers the control of vegetation at **level crossings**.

This work includes the control of all form of vegetation including declared weeds and declared invader plants, all bushes and trees by means of mechanical and chemical control, whereby chemical stump treatment will be done on trees and bushes cut, portable and other approved equipment or method on Transnet property occurring at **level crossings** in the geographical area controlled by the Depot Engineers, **Kimberley South Depot**, to the extent that area(s) in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined, for the periods specified herein.

Kimberley South Depot:

Beaconsfield to De Aar

De Aar to Beaufort West

De Aar to Upington

Upington to Nakop

Upington to Kakamas

Provisional work, which will include all the warning boards found on each section.

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.

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.

A2. SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has experience in the application of chemical herbicides in Southern Africa.

A2.2 A Site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

A3. DURATION OF CONTRACT

The work provides for the control of vegetation for a period of two year (³¹¹~~24~~ months) commencing on the date of notification of acceptance of tender with Transnet.

A4. COMPLIANCE WITH STATUTES

A4.1 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 63 of 1970).
- i) National Veld and Forest Fire Act (Act 101 of 1998)

A4.2 The Contractor's authorised representative shall be a **registered Pest Control Operator**, specialising in the field of **Industrial 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 Officer shall be in direct control of work taking place on site.

A5. GENERAL

Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices.

A6. GUARANTEES

A6.1 No guarantees

A7. TO BE PROVIDED BY TRANSNET

The following material, equipment and services will be provided free of charge by Transnet where required:

A7.1 In the case of a contract for clearing and control of vegetation at level crossings the following will be provided:

A7.1.1 Water as required from Transnet'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.

A7.1.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Technical Officer shall be given timeous notice of the Contractor's intention to inspect.

A8. TO BE PROVIDED BY THE CONTRACTOR

A8.1 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.

Accommodation or Camping sites will not be provided and will not be allowed on Transnet property. Where portable toilets are utilised on site, the Contractor will adhere to the E4B documentation of Transnet.

The contractor(s) shall provide sufficient personnel, tools and equipment to commence vegetation control work at level crossings in a **southwards direction form Kimberley** on the following sections:

Beaconsfield – De Aar, De Aar – Beaufort West, De Aar – Upington, Upington – Nakop, Upington – Kakamas, and any provisional work which will include all the warning boards found on each section.

A8.2

The Contractor shall provide safe and secure storage facilities for all chemical herbicides and equipment 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 or equipment.

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.

A8.3

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.

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.

The Contractor shall provide all necessary Personal Protective Clothing and Equipment needed to his team for the duration of the contract. The Personal Protective Clothing and Equipment will be in a good overall condition and must be replaced by the Contractor as soon as it gets damaged at the charges of the Contractor.

The personnel of the Contractor shall at all times while on Transnet property and during vegetation control operations wear reflective safety jackets. These reflective jackets must be lime or orange and preferably bear the name of the contractor's company. Should the Contractor wish to use another colour this must first be confirmed and accepted by the Technical Officer or his/her deputy.

The Contractor and his/her team must attend a compulsory OHTE Competency and Awareness Training session at the cost of Transnet Freight Rail. Costs such as accommodation, travelling and meals will be for the Contractor's own costs and will not be paid by Transnet. This training might be provided in Johannesburg at the School of Rail or Kimberley depending on the availability of the trainers.

A9.

SCHEDULE OF QUANTITIES AND PRICES

A9.1

The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.

A9.2

Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

A9.3

The Special Conditions of Contract and Specifications shall be read in conjunction with the schedule and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions

generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

- A9.4 Items classified as "provisional worklots" in the Schedule of Quantities and Prices indicate that there is no certainty about the amount of work, which will be required. In this contract the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually. These areas will be measured per provisional worklot as defined in Part B of the Special Conditions of Contract and Specifications, or stated in the Schedule of Quantities and Prices.

A10. EVALUATION OF TENDERS

- A10.1 "Time value of money" methodology and principles will be used in evaluation of tenders.

- A10.2 Tenderers must submit The Contractor's previous (Technical/Practical) work performed either at Transnet or in the same type of work performed at other companies. The Contractor's readiness of teams, availability of equipment, safety compliance, proposed programmes and Transnet resources for the contract, will be considered during evaluation of tenders.

- A10.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage, plant and equipment to be used and any other information necessary to enable the tender to be evaluated as described above. All of the above should form part of the returnable documents.

A11. SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

A12. SITE BOOKS

- A12.1 The Site Instruction Book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

- A12.2 The site diary shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary and email communication will not be considered.

- A12.3 This site diary shall 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.

- A12.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.

- A12.5 Receipt of materials supplied by Transnet shall be recorded in the "Day Book".

A13. INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

- A13.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.
- A13.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet.
- A13.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A13.4 The Schedule of Quantities and Prices must be completed in full.
- A13.5 An undertaking that all equipment inclusive of spraying equipment will be ready for operation and that the vegetation control can commence timeously, to comply with requirements of the contract.
- A13.6 A list of registered products to be used in the work, supported by specimen labels, indicating:
Trade name
Generic name
Registration Number
Ingredients (type and content) as shown on the label
Application rates
Equipment to be used for clearing vegetation.
The Technical Officer's approval shall first be obtained for use of other chemical herbicides or growth retardants.
- A13.7 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information. **(Method Statement)**

The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The chemical herbicides or growth retardants so specified shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

The Contractor shall not depart from the minimum material usage tendered, without approval from the Technical Officer.
- A13.8 The work programme, in detail for each year's vegetation control programme. This will be used for evaluation purposes.
- A13.9 **A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is certified as a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.3, must be submitted.**

A14. PENALTIES FOR LATE COMPLETION

The provisions pertaining to "penalties for late completion" of the Contract agreement shall equal to 5% of the total contract value per annual season of the contract.

**PROJECT SPECIFICATION FOR
VEGETATION CONTROL AT LEVEL CROSSINGS
PART B**

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B1.**SCOPE****B1.1**

The scope of the work consists mainly of vegetation control at level crossings as indicated in the Schedule of Quantities and Prices.

B1.2

This part covers the techniques, types and use of 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.

B1.3

The essence of the contract is that Transnet requires the control of vegetation level crossings, warning boards (provisional work) 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 which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, adjoining tracks or have the potential to impede clear visibility, at level crossings or other areas included in the contract.

The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet, however, shall have the right to monitor the materials, equipment and activities of the Contractor to ascertain that all procedures, operations 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 and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

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 at the time of official inspections, pending the achievement of control as defined and/or termination or cancellation of the contract.

B1.4

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.

B2.**DEFINITIONS****B2.1****CONTROL**

Control is achieved when all existing or potential growth of vegetation including (trees & bushes) within the work lot is maintained at a height of 100mm for the duration of the contract period.

- The constituent parts of all plants occurring within the area of treatment or adjacent to the area and which may impede a clear line of sight cease to exceed 100mm in height.
- Erosion does not occur as a result of the management, by whatever means, of vegetation,
- 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 personnel, equipment trucks or operations or to motorist crossing a level crossing.
- Train drivers and approaching vehicle drivers have a clear line of sight at level crossings of approaching rail traffic or vehicular traffic

B2.1.A Control constitutes a process or situation where the control of vegetation on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections. All level crossings are maintained to the specified vegetation growth height as stipulated in Clause B2.1 throughout the contract period.

B2.2 WORKLOTS

B2.2.1 A WORKLOT is a subdivision of any area on which the Contractor shall control vegetation.

- Areas where vegetation control is required at level crossing may be irregular in shape and may not necessary be level ground or old track material may be present at these work lots.
- Every quadrant per level crossing will be deemed to be a worklot, therefore a level crossing will consist of four worklots,
- Each level crossing will be 7540m² (1885m² per worklot) in size,
- Drawing number: KY – 100 – 1 – 312

B2.2.2 A provisional level crossing worklot is any area or combination of areas totaling a maximum of 1885m² in the case of level crossings, which is not necessarily intended to be controlled annually.

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

B2.3 Formation is the finished earthworks surface upon which the track is laid.

B2.4 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

B2.5 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.

B2.6 Spraying means the even and uniform application of chemical herbicides or growth retardants at the rate specified and apply to liquid, granular or any other formulation.

B2.7 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.

B3. METHOD OF VEGETATION CONTROL

B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming, equipment 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.

B3.2 Where a chemical approach to vegetation control is adopted, specie switch must be encourage and hoeing (skoffel) will not be allowed as method of achieving control. Herbicides or growth retardants 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 B4.1.1 will be permitted.

B3.3

Vegetation control in terms of the contract will only be required in respect of level crossings. The type of herbicides and the methods of application to be employed are as specified by the Contractor per Part A and are subject to the approval of, and monitoring by the Technical Officer.

Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or growth retardants or herbicide mixtures concerned.

B3.4

Any deviation from the method of work submitted by the Contractor shall be subject to the approval of the Technical Officer.

B4.

STANDARDS OF WORKMANSHIP

B4.1

Standard of vegetation control for individual worklots.

B4.1.1

Vegetation control shall be such that there are no dry or dead remains of vegetation or active growing or dormant vegetation within a level crossing (including creepers) exceeding 200mm in height, or vegetation occurs in the worklot that constitutes a hazard, hindrance or danger to Transnet operations or user/s of level crossings.

This may include overhanging canopy growth of plants: -

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

The above mentioned 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.

B4.1.2

In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 200mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet 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 Technical Officer.

B4.2

Manual removal of vegetation

No hoeing of vegetation will be allowed. During the two months preceding final inspection herbicides may not be applied prior the final inspection for a season or a year's program. All lots where such hoeing, 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 the standard of workmanship is in conjunction with the required specifications of the contract. The intention to do minor earthworks and leveling at level crossings should be cleared with the Technical officer prior to work starting.

B4.3

Overall control

B4.3.1

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;

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

B4.3.2 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.	90	95

B4.3.3 Failure by the Contractor to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Contractor.

B5. PROGRAMME OF WORK

B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

B5.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:

B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,

B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,

B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.

B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,

B5.3 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.

B5.4 The Contractor's programme shall allow for commencement with the initial application of chemicals or management of vegetation at the appropriate timing for achieving maximum success and for completion in the shortest possible time, but not later than **eight** weeks after commencement of the initial application.

The Contractor must provide a work programme per Depot area, which will follow the requirement of the paragraph above mentioned.

- B5.5 The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.
- B5.6 In addition to the annual programme provided for in terms of B5.1, the Contractor shall submit daily working programmes to the Technical Officer, 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 Technical Officer, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

B6. PERFORMANCE MONITORING AND EVALUATION

- B6.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the success of control achieved over areas that are completed. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- B6.2 The Technical Officer shall at any time during the application periods carry out inspections of the Contractor's performance methods and procedures. He 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 may be ordered by the Technical Officer to re-treat entire worklots or sections where such chemicals were applied.
- B6.3 The Technical Officer will during each growth season carry out **two** 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 right to dispute the measurements and evaluation of the Technical Officer.
- B6.3.1 The first inspection shall be done within 20 weeks, after the completion of the Contractor's initial vegetation control programme and after he/she has notified the Technical Officer, in writing that he/she has inspected the work and that control has been achieved.
- B6.3.2 The second and final inspection of the season will be carried out at, or within 36 weeks, after the completion of the Contractor's initial spraying programme and after he/she has notified the Technical Officer in writing that he/she has inspected the work and that control has been achieved.
- B6.3.3 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".
- B6.4 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 and inspection.
- The Contractor may contest the rejection by the Technical Officer of work performance 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.
- B6.5 In the case where the Technical Officer 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.

B7. REMEDIAL WORK

B7.1 The Contractor shall carry out remedial work to all worklots where control has not been achieved. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 100mm and forming a nuisance or hazard to Transnet Operations, from the treated worklots.

B7.2 The Technical Officer may, at any time after the official inspections or during any particular time during the contract period order the Contractor to carry out remedial action, to commence and be completed 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 Technical Officer for his/her approval. Failing to do so, the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

B7.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.

B7.4 Fire may not be used as a method of vegetation control or as a method of remedial action.

B8. DAMAGE TO FAUNA AND FLORA

B8.1 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 where vegetation is to be controlled. The Contractor shall take the presence of drainage works within yards or depots and along the track into account and shall ensure that no water-borne movement of herbicides or growth retardants is possible.

B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, desirable 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.

B8.3 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. Empty containers, from any used product, will be disposed in the proper manner and will not be allowed to be dumped on Transnet property.

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 property or as part of Transnet refuse.

B8.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

B9. ON-TRACK SPRAYING EQUIPMENT

Contractors will not be allowed to use on track spraying equipment.

B10. MEASUREMENT AND PAYMENT

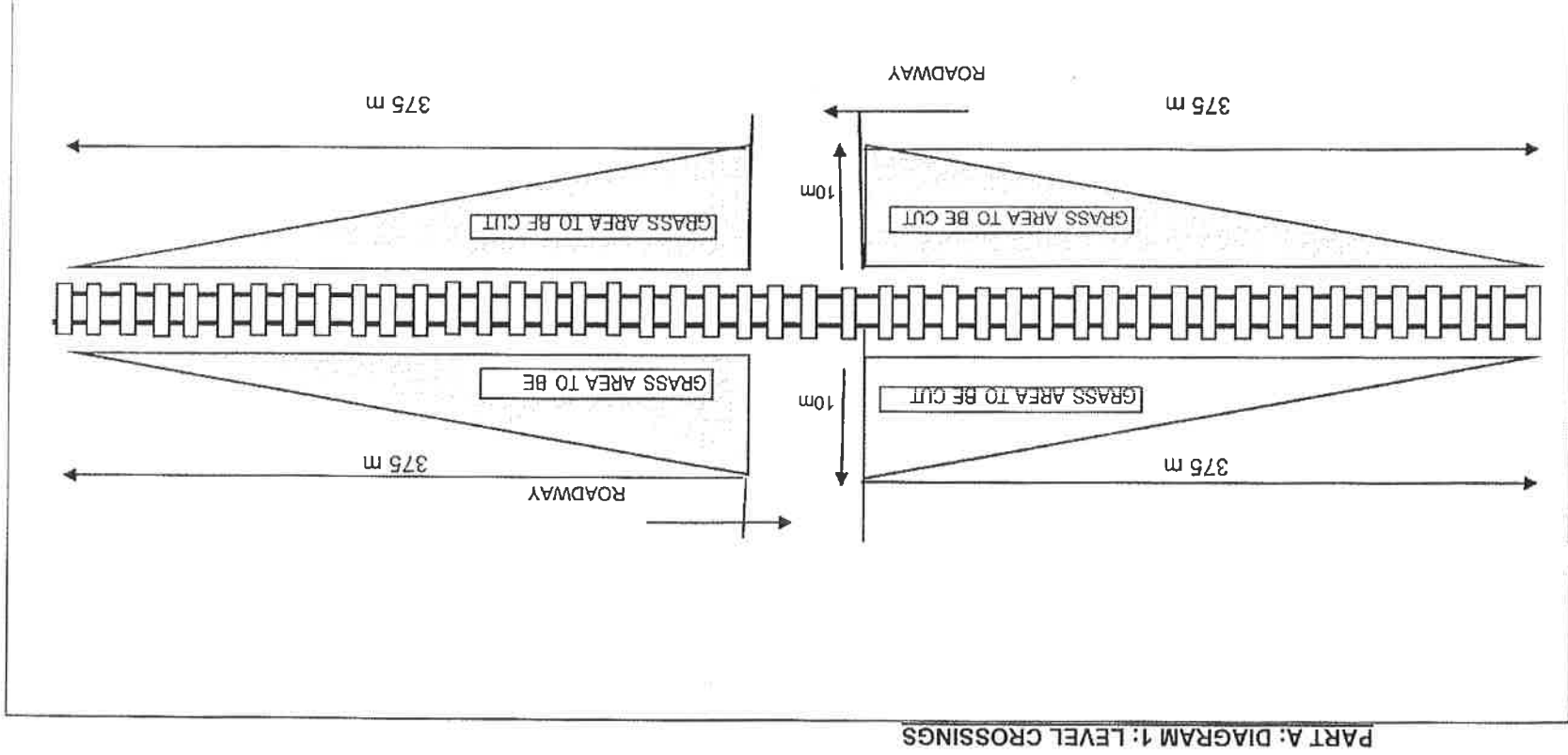
B10.1 Payment will be based on the numbers of worklots treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B4.1.1

B10.2 No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.

B10.3 Measurement and payment for the work completed will be made in 3 stages as follows:

- B10.3.1 After completion of the initial vegetation control program of the entire contract area the Technical Officer or his deputy and the Contractor will measure the work performed (number of worklots controlled). The Contractor will thereafter receive payment at 50% of the rates tendered for all of the completed work.
- B10.3.2 A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause B6.3.1. The Contractor will thereafter receive payment at 25% of the rates tendered for all worklots where control as specified has been achieved.
- B10.3.3 A third measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause B6.3.2. The Contractor will thereafter receive payment at 25% of the rates tendered for all worklots where control has been achieved.
- B10.3.4 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

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PART A: DIAGRAM 1: LEVEL CROSSINGS

