

## **TRANSNET NATIONAL PORTS AUTHORITY**

### **TECHNICAL SPECIFICATION FOR WEED SPRAYING INTO RAILWAY YARDS WITHIN PORT OF DURBAN**

#### **1. SCOPE OF WORK**

This contract covers the cutting and spraying of grass and weeds in the entire rail yards (as per drawings provided), substation yards and in any other area required in the Port of Durban. Areas to be sprayed are shown on plans number (DH65-I-2000) (DH64-I-2000) (DH69-C-400) (DH63-C-400) (DH62-C-401).

#### **2. DEFINITION**

Engineer means the Maintenance Manager (Track) or any person lawfully acting in that capacity.

#### **3. CONTRACT PRICE ADJUSTMENT FACTOR**

Contract price adjustment factor will apply to this contract **only** after a year and **only** if it is stated by the contractor on his tender pricing by means of separating the yearly rates (CPI) to cover adjustment increase related to petrol price increase etc. see clause 21.

#### **4. DURATION OF THE CONTRACT**

The contract period will be for 36 months or monetary value whichever comes first between the value and the period, from the date of the Contractor being notified of the acceptance of his tender.

#### **5. SUPERVISION ON SITE**

The Contractor or a responsible person empowered to act for him shall be constantly on the site to supervise and receive the instructions of the Engineer.

#### **6. TO BE SUPPLIED BY THE CONTRACTOR**

The Contractor shall supply weed spraying team (minimum of 10 workers). The Contractor shall have the PCO (pest control office license where chemicals are kept). The Contractor must provide all PPE for his / her staff, tools and transport required for the proper completion of the works. All Safety and Environmental plans must be provided by the contractor before execution.

#### **7. TO BE SUPPLIED BY TRANSNET NATIONAL PORTS AUTHORITY**

Transnet National Port Authority will supply with layout drawings showing site location to be covered

## 8. INFORMATION TO BE OBTAINED ON SITE

The contractor shall visit the site of the proposed work and acquaint himself with the nature of the work, the conditions under which the work is to be performed, the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract and shall be deemed to have been allowed in his contract for any additional cost involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be entertained.

## 9. ACT 85 OF 1993

### 9.1 HANDING OVER SITE TO THE CONTRACTOR

For the purposes of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) the site (place of work) is transferred for the duration of the contract to the control of the Contractor as if it were his/her property. As the employer he is in every respect responsible for the compliance of the provision of this Act, as well as the application of General Administration Regulations 13 to the employees of Transnet National Ports Authority who visit the site. All works/contractors will be subject to the Act and control of the relevant Transnet National Ports Authority Risk Official.

### 9.2 SPECIAL REQUIREMENTS

The Contractor shall pay special attention and compliance to Transnet National Ports Authority SHE Specification. Contractor to also submit a detailed SHE file to risk and Environmental departments for assessment and approval once being notified of the acceptance of his tender. **SHE File is to be kept on site at all times.**

### 9.3 SAFETY HEALTH AND ENVIRONMENT FILE REQUIREMENTS

- Principal Contractors Organogram
- Letter of Good Standing With Compensation Fund
- General Liability Insurance(Summary of Policy)
- Notification Letter Of Construction Work ~ Department Of Labour (If Applicable)
- Appointments
- Induction: Employees And Visitors
- Principal Contractor's SHEQ Policy
- Health & Safety Plan
- Client Specification.
- Fall Protection Plan (If Applicable)
- Risk Assessments
- Method Statements
- Safe Operating Procedures
- Incidents / Accidents Register
- Emergency Contact Telephone Numbers
- Emergency Plan
- Documented Proof Of Daily Toolbox Safety Talks/ DSTI
- Inspections Checklist
- All Registers

- Welfare Facilities
- Electrical Compliance
- Mandatary Agreement
- Communication Plan
- Training Records and Competency Certificates
- Staff Medical Certificates

#### **9.4 COVID 19 REQUIREMENTS**

- Covid 19 Risk assessment
- Covid 19 Risk assessment management plan
- TNPA Covid 19 induction
- Covid 19 Communication plan (Attendance registers DOL Directive 479, Risk assessment, etc.)
- Appointment of Covid 19 Manager/Representative
- Covid 19 Operational Plan(include Return to work questionnaire, Covid 19 Reporting and investigation procedure, social distancing, Symptom screening procedure, sanitising and disinfecting procedures, Cloth masks and other PPE, Measures in respect of workplaces to which public have access, Ventilation,
- Hygiene and cleaning measures and Waste Management, and not limited to the above specifications).
- Covid 19 Registers and Checklists

#### **9.5 ENVIRONMENTAL AND WASTE MANAGEMENT**

- During the preparation and implementation of the project on site should there be waste generated. The contractor will be expected to:
- Provide properly labeled waste receptacles.
- Transport waste material to a recognized landfill.
- Ensure that high level of housekeeping is maintained at all times and make sure that they clean the site every day before they go.
- Comply with all legal and other requirements including this specification.
- Provide method statement that includes waste management plan which will need to be signed by the Environmental specialist prior to the commencement of the project.

#### **10. DAMAGE TO EXISTING FACILITIES**

The Contractor must take all necessary precautions to prevent damage to existing features such as kerbing, existing buildings, storm water manholes etc.

#### **11. CLAIMS ARISING OUT OF DAMAGE TO EXISTING FACILITIES**

The Contractor shall be liable for all claims out of or incidental to any damage caused by him to the facilities mentioned in Clause 10.

#### **12. CLEARING OF SITE**

All vegetation that is pulled cut or dug out must be removed from site and dumped at an approved dumpsite.

### 13. INSURANCES

The Contractor shall effect at his own cost any insurance which he deems necessary in his own interest to cover his loss and/or damage to Transnet National Ports Authority property or against legal liability for accidental death, injury or damage to third party persons and/or property arising out of or in connection with the carrying out of this contract.

### 14. PAYMENTS

The Contractor will not be paid for areas that have not been sprayed, and where the grass and weeds have not been completely treated and eradicated. Areas will be inspected fourteen to twenty one days after they have been sprayed to check on the effectiveness of the treatment, and to ensure that weeds and grass have been completely eradicated. Payment will not be made where grass and weeds are not under control.

### 15. ADVANCE PAYMENT FOR MATERIAL AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR

No advance payment for materials and/or equipment supplied by the Contractor for the purpose of performing the service will be made by TRANSNET NATIONAL PORTS AUTHORITY.

### 16. GENERAL

The Contractor shall not assign, transfer or sub-let the agreement or any part thereof and not enter into any sub-contract of whatsoever nature for the execution hereof without the prior written consent of TRANSNET NATIONAL PORTS AUTHORITY.

No amendment or variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

### 17. PERMISSION TO ENTER SITES

Permits are required to enter the Island View precinct, so the Contractor must arrange this prior to commencement date. Fees payable for these permits must be borne by the Contractor.

### 18. ELIGIBILITY CRITERIA

The contractor to be registered in terms of Scheduled Trades and Occupational by-laws. Proof to be attached (front page of the tender document)

### 19. PROPOSED TECHNICAL EVALUATION = 100%

Minimum threshold = 60%

Criteria	Weights	Motivation
Financial	80	The right service/goods/works at the right price within the budget price.
BBBEE	20 (fixed)	BBBEE Compliance

1.	<b>Working Experience</b>  Service provider to submit traceable list of extensive detail of similar work done previously on alien weeds eradication / control. (minimum 2 references)	<b>Score breakdown (30 Max)</b>  Submitted two traceable projects with references  Submitted one traceable project with reference  Submitted one or two projects without traceable references	30  15  0
2.	<b>Compliance</b>  Service provider to submit herbicides they propose using, including the eco-toxicity and safety data sheet for each herbicide	<b>Score breakdown (20 Max)</b>  Submitted  Not submitted	20  0
3.	<b>Health and Safety</b>  <b>Safety, health and environment (SHE) plan</b>	<b>Score breakdown:(10 Max)</b>  The Service provider has developed a Signed SHE Plan by the Construction Manager/Supervisor or Service Provider according to the Clients Specifications.  The Service provider has developed an unsigned SHE Plan according to the Clients Specifications.  The Service provider has developed a Generic SHE Plan  No response – the applicable document was not submitted	10  5  2  0
4.	<b>Risk assessment</b>	<b>Score breakdown: (10 Max)</b>  The Service provider has developed a Signed Risk assessment by the Construction Manager/Supervisor or Service Provider using hierarchy of controls and SMART Principle and is based on the Method statement.  The Service provider has developed Risk assessment using SMART Principle and is based on the Method statement.  The Service provider has developed and provided an generic Risk assessment  No response – the applicable document was not submitted.	10  5  2  0

5.	<p><b>Detailed methodology (Method Statement) on how work will be conducted.</b></p> <p><b>The Service Provider to provide a method statement relevant to this project/site that includes the following:</b></p> <ul style="list-style-type: none"> <li>• The tasks broken down in a chronological or logical order.</li> <li>• Indicate each task is a hazard or not by stating yes or no.</li> <li>• PPE used for the project.</li> </ul>	<p><b>Score breakdown: (10 Max)</b></p> <p>Response successfully addresses 3 of 3 of Method statement criteria</p> <p>Response successfully addresses 2 of 3 of Method statement criteria</p> <p>Response successfully addresses 1 of 3 of Method statement criteria</p> <p>No response – the applicable document was not submitted.</p>	<p>10</p> <p>5</p> <p>2</p> <p>0</p>
6.	<p><b>EMP (Environmental Management Plan)</b></p> <p><b>The Service Provider to provide environmental plan relevant to this project</b></p>	<p><b>Score breakdown: (20 Max)</b></p> <p>The Service provider has submitted (EMP) that is comprehensive and covers all Client specification and those contemplated in the Environmental legislative requirements</p> <p>The Service provider has submitted (EMP) that is detailed but covers some of the significant Client specification and those contemplated in the environmental legislative requirements</p> <p>The Service provider has submitted (EMP) that covers some of the significant Client specification and those contemplated in the environmental legislative requirements</p> <p>The Service provider has submitted a generic EMP that is not project specific, no aspects and impacts identified.</p> <p>No response – the applicable document was not submitted.</p>	<p>20</p> <p>15</p> <p>10</p> <p>1</p> <p>0</p>

## **20. WORK SPECIFICATION**

### **20.1 PROGRAMME OF WORK**

- Contractor to submit details of herbicides they propose using including the eco-toxicity and safety data sheet for each herbicide.
- The Contractor must have minimum of 10 workers, considering that the area to be sprayed per month, is approximately 849 329 square meters.
- Transnet National Ports Authority requires that the Contractor completely eradicates all weeds and grass in the yards, and any other areas as specified and shown on the drawings.
- All Contractors must be registered in terms of the scheduled trades and Occupational by-laws.

### **20.2 WEED ERADICATION/CONTROL**

- Weeds and grass must be eradicated at all electrical substations and sewer stations as specified. This includes an area of two meters outside the boundary fence.
- An area of five meters around all buildings in the rail yards must be sprayed to eradicate grass and weeds.
- All applications of herbicide shall be done in accordance with the Manufacturer's Instructions and approved Environmental Practice, and Transnet National Ports Authority Health and Safety Requirements.
- If weeds and grass exceed a height of 100mm, they must first be brush cut before applying herbicide and cuttings are to be removed from site and dumped to an approved dumpsite.
- If weeds and grass exceed a height of 100mm in any area, the Contractor will be given 5 days to brush cut and treat the area. The area will be identified by the TNPA representative.
- A spreadsheet with the Type and Volumes of herbicide used must be supplied to the Engineer/TNPA representative monthly.
- All precautions must be taken to prevent fires at the site. Fire is not regarded as an effective means of alien vegetation removal and will not be tolerated.
- If there is excessive rain which affects the Contractor's program, the Contractor must make appropriate arrangements to align with the program as soon as possible at his own cost.
- Water will be supplied by Transnet National Ports Authority free of charge and a point from which the Contractor can draw water will be pointed out by the Engineer.

- The Contractor will be required to have a first aid box on site daily. The first aid box must contain equipment that is suitable in light of the nature of the undertaking and type of injuries that are likely to occur.

## 21. BILL OF QUANTITIES

DESCRIPTION	QUANTITY ESTIMATE (per year)	RATE/ M <sup>2</sup>	SUB-TOTAL (per year)
Weeds Spraying (849 329 m <sup>2</sup> in a month)	10191948 (Y1)		R
Weeds Spraying (849 329 m <sup>2</sup> in a month)	10191948 (Y2)		R
Weeds Spraying (849 329 m <sup>2</sup> in a month)	10191948 (Y3)		R
<b>GRAND TOTAL (excl. vat)</b>			<b>R</b>
<b>(CPI) % Rate Year 2=                      Year 3=</b>			

COST BREAKDOWN FOR 36 MONTHS	
Cost year 1 = (Y1) subtotal (quantity x rate)	R
Cost year 2 = [(Y2) subtotal x (Y2) CPI rate] + (Y2) subtotal	R
Cost year 3 = [(Y3) subtotal x (Y3) CPI rate] + (Y3) subtotal	R
<b>TOTAL CONTRACT VALUE (excl. vat)</b>	<b>R</b>

**Note:** the rate per square meter should be constantly be same year 1, year 2 and year 3.

1. Cost year 1, we only multiply yearly quantity by rate. No CPI involved as they will be no inflation in year 1.

2. Cost year 2, we take the subtotal of year 2 then multiply it by year 2 CPI value% (whatever rate the supplier requires) then add year 2 subtotal.

3. Cost year3, we take the subtotal of year 3 then multiply it by year 3 CPI value (whatever rate the supplier requires) then add year 3 subtotal.

4. After getting all 3 year values then we add it together as a final total contract value excluding vat.