

TRANSNET NATIONAL PORTS AUTHORITY

A DIVISION OF TRANSNET LIMITED

PROVISION OF WEEDSPRAYING AT THE PORT OF PORT OF RICHARDS BAY;

KWAZULU, NATAL

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A1 Scope of Work

This contract is for the growth control of vegetation by means of chemical herbicides applied by portable and / or other approved equipment on the property of the Transnet National Ports Authority, Port of Port of Richards Bay.

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

The Service provider 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 a record of experience in the application of herbicides in South Africa. Tenders to supply a list of work of a similar nature undertaken to verify track record.

A2.2 A site meeting register signed by the representative of Transnet National Port Authority, Port of Richards Bay, must be submitted with the tender and the submission thereof will be deemed to indicate the Service provider'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 during a period of **thirty six (36) months** commencing on the date of notification of acceptance of tender with Transnet National Ports Authority, Port of Richards Bay.

A4 Compliance with statutes

A4.1 The Service provider's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice of the Local, Regional or Provincial Authorities including but not restricted to:

- The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- The Harzadous Substance Act (Act 15 of 1973)

- The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)
- The Environmental Conservation Act (Act 73 of 1989)
- SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".

A4.2 The Service provider's authorised representative 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 Officer shall be in direct control of work taking place on site.**

NB: Failure to submit the certificate for Pest Control Operator, specializing 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 will result to the tenderer disqualified.

A5 General

The representative of the Transnet National Ports Authority, Port of Richards Bay shall be any person lawfully delegated by the Transnet National Ports Authority, Port of Richards Bay to manage this contract. Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices. All tendered rates to be exclusive of VAT.

A6 To be provided by the Transnet National Ports Authority

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

A6.1 In the case of a contract for vegetation control on open lines and in yards, the following will be provided :

A6.1.1 The Service Provide will source water from existing water points for the purpose of this contract. The Service provider 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.

A6.1.2 The Service provider to supply two trained staff as Flagmen, for the protection of the Service provider's plant and employees for the execution of the work on Rail Yard and other areas within the Port.

A6.1.3 Inspections of the areas of work may be arranged with the representative of the Transnet National Ports Authority, Port of Richards Bay. The representative of Transnet National Ports Authority, Port of Richards Bay shall be given notice timeous by the Service provider's.

A7 To be provided by the Service provider

- A7.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Service provider shall provide all accommodation and toilet facilities for the employees. The Service provider shall not be allowed to establish any accommodation facilities within the boundaries of the Port of Richards Bay.
- A7.2 The Service provider shall provide safe and secure storage facilities for all herbicides or chemicals brought into and in use on site. Such facilities shall be capable of ensuring that un-authorised persons or animals cannot gain access to such chemicals.
- A7.3 The Service provider shall provide any security measures at their own cost that may deem necessary for safe and effective execution of the work within the contract area.
- A7.4 Material Safety Data Sheets (MSDS) must be made available at the point of use at all time and must be communicated with employees. Proof of sign off of such communication to the employees shall be kept in the onsite file.
- A7.5 Method of disposal of Waste chemical containers must be provided for review by TNPA;
- A7.6 Employees must also be provided with safe drinking water, site camp and toilets;
- A7.7 No animal must be harmed during the execution of this project.
- A7.8 All incidents (including near misses) that occur during the project must be reported to the Project Manager.
- A7.9 Risk Assessment for the work to be undertaken must be conducted, communicated to employees and documented. All hazards identified and mitigation measures must be communicated with employees.

A8 Schedule of Quantities and Prices

- A8.1 The quantities in the schedule of quantities are estimated and are accurate. The Service provider shall submit with tender a complete and detailed priced schedule for the Works.
- A8.2 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 Site Meetings

The Service provider shall attend site meetings as and when required. These meetings will be held under the chairmanship of the representative of Transnet National Ports Authority, Port of Richards Bay. When sub-Service providers are required to attend, the Service provider shall ensure their attendance.

A10 Site Books

A10.1 The Site Instruction Book, referred to in clause 13.3 of the E5 (MW) shall have numbered sheets for receiving and recording instructions by the representative of the Transnet National Ports Authority Port of Richards Bay and shall be clearly marked "Site Instruction Book."

A10.2 The site diary, referred to in clause 13.3 of the E5 (MW) 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 Service provider and the representative of Transnet National Ports Authority, Port of Richards Bay or his deputy shall sign across the line. If no entry was made, a "NIL" returns must be entered and signed. Any claim arising from delays which cannot be substantiated by reference to the site diary will not be considered.

A10.3 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.

A10.4 Only persons authorized in writing by the representative of Transnet National Ports Authority, Port of Richards Bay or the Service provider may make entries in the site books.

A10.5 Receipt of materials supplied by Transnet National Ports Authority, Port of Richards Bay shall be recorded in the "Day Book."

A11 Information to be provided with Tender

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

A11.1 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.

A11.2 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 National Port Authority, Port of Richards Bay.

A11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A11.4 The Schedule of Quantities and Prices must be completed in full.

A11.5 An undertaking that all spraying equipment will be ready for operation and that the spraying can commence timeously to comply with the requirements of the contract.

A11.6 A list of registered products to be used in the work supported by specimen labels indicating

A11.6.1. Trade name

A11.6.2. Generic name

A11.6.3. Registration Number

A11.6.4. Ingredients (type and content) as shown on the label

A11.6.5. Application rates

The approval of the representative of Transnet National Ports Authority, Port of Richards Bay shall be obtained prior to the use of alternative herbicides.

A11.7 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, 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.

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

The Service provider shall not depart from the minimum material usage tendered, without approval from the representative of Transnet National Ports Authority, Port of Richards Bay.

A11.8 A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted.

A11.9 All the other required documents as per the Technical evaluation criteria.

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WEEDSPRAYING AT THE PORT OF PORT OF RICHARDS BAY;

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PART B: VEGETATION CONTROL

- B1 Scope
- B2 Definitions
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- B5 Standards of Workmanship
- B6 Program of Work
- B7 Performance Monitoring and Evaluation
- B8 Remedial Work
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- B10 General
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B1 Scope

- B1.1 The scope of work covers the control of all vegetation by means of chemical herbicides and cutting of trees on the property of Transnet National Ports Authority, Port of Richards Bay as indicated in the Schedule of Quantities.
- B1.2 Part B of the document covers the techniques, types and use of spraying equipment, the required standard of workmanship, inspections, measurements, 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 National Ports Authority, Port of Richards Bay 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.

The ways and means by which the above-mentioned results are obtained are the responsibility of the Service provider. Transnet National Ports Authority, Port of Richards Bay, shall however have the right to monitor the materials and activities of the Service provider 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.

Failure to comply with the minimum performance proposed by the Service provider 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.

- B1.4 The Service provider 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 is permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

B2.1.1 The constituent parts of all plants occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and

B2.1.2 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

B2.1.3 There are no dead or dry remains of any vegetation within the treated area (worklot) which may constitute a hazard, danger, or hindrance to the equipment, trucks, operations and personnel, of Transnet National Ports Authority, Port of Richards Bay,

B2.1.4 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.

B2.1.3 Formation is the finished earthworks surface upon which the track is laid.

B2.1.4 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

B2.1.5 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.

B2.1.6 Depot / 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.

B2.1.7 Declared weeds means noxious plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, as listed in Government Gazette No. 9238, or amendments thereto.

B2.1.8 Spraying means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other approved.

B2.2 Worklots

B2.2.1 A worklot is a subdivision of any area on which the Service provider shall control vegetation.

B2.2.2 On single lines a worklot will generally be a strip 6 m wide, symmetrical to the track centerline. Should the representative of Transnet National Ports Authority, Port of Richards Bay direct the spraying of multiple tracks on the same basis as for single lines adjacent worklots may overlap.

B2.2.3 Verges. Where spraying of the middle portion of the ballast profile is not required (generally on multiple lines, as well as some areas of single lines) a worklot will be a strip 1,5 m wide and length of the track. The actual width may vary from 1,2 m to 1,6 m but will be assumed to be 1,5 m wide for payment purposes. The access between multiple tracks will be treated similarly.

B2.2.4 Additional Verges. Occur in wider than described above. Additional verge worklots actual width may vary from 0,3 m to 1,2 m but will be assumed to be 1,0 m wide for payment purposes. Additional verges are measured outwards from the maximum of the initial worklot, ie, 3,0 m for single lines and 2,9 m for verges. Areas will be grouped together to form full worklots. (ie. Until 300 m² is reached).

B2.2.5 On non-electrified lines worklots's lengths are indicated by markers next to the line or paintmarks on sleepers. On electrified lines mastpoles (of which the track kilometrage is known) serve as reference points.

B2.2.6 In the case of yards and areas, where the spray unit cannot be programmed for weed control, a worklot will be areas of three hundred square meters (300 m²) each.

B2.2.7 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 a single worklot i.e. 300 m².

B2.2.8 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 representative of Transnet National Ports Authority of, Port of Richards Bay shall decide in advance and advise the Service provider accordingly, of the method of measurement to be adopted in any particular area.

B2.2.9 In yards, depots / areas, worklots will normally be measured parallel to the main direction of the trackwork 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.

B2.2.10 A provisional worklot is any area or combination of areas totaling a maximum of 300 m² in the case of open lines and 300 m² in the case of yards which is not necessarily intended to be controlled annually. With the exception of the stipulation that provisional worklots may not necessarily be treated annually (or at all), all other conditions of the contract applicable to a worklot shall apply *mutatis mutandis* to provisional worklots.

B2.2.11 Separate strip spraying of cable routes and building surrounds (i.e. those not included in the spraying described in B2.5 and B2.6 will be a minimum width of 1,0 m). Areas will be grouped together to form full worklots.

B2.2.12 Other areas to be sprayed all over the area.

B3 Method of Vegetation Control

B3.1 The Service provider's methods and program shall provide rapid and effective control in all areas, but particularly building surrounds, stacked cable routes, level crossings and shunting yards. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Service provider 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, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g. with Parquet 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 will not be permitted.

B3.3 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 by the Service provider per Part A and are subject to the approval of and monitoring by the representative of Transnet National Ports Authority, Port of Richards Bay. 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.

B3.4 Any deviation from the method of work submitted as per clause A11.7 by the Service provider shall be subject to the approval of the representative of the Transnet National Ports Authority, Port of Richards Bay.

B4 Method of Cutting of trees along the servitudes

- Bush clearing
- Tree felling
- Trimming / pruning of branches
- Grass cutting

B4. 1 Bush Clearing

B4.1.1 The contractor shall clear all vegetation (brush vegetation, bush, grass, shrubs, etc) to a maximum width of three (3) meters from the edge of the road or water line or boundary fence and a maximum width of two (2) metres within a servitude. The vegetation removed shall be neatly piled along the servitudes, bagged into plastic bags and moved into an area where it can be left to decompose as directed by the representative of Transnet National Ports Authority. In servitudes, the vegetation cut must be removed and be disposed into the adjacent bush.

B4.2 Tree Felling

B4.2.1 Where trees lie within the 5 m within a servitude, they must be cut down. Tree felling shall be executed as directed by the representative of Transnet National Ports Authority. A felled tree must be cut up into smaller, manageable sizes and disposed off into the adjacent bush. Work shall be done in a safe manner using appropriate tools and equipment.

B4.2.2 Trees marked for felling shall be measured and agreed upon jointly by the contractor and the representative of Transnet National Ports Authority. Trunk diameter shall be grouped into the following:

- $x \leq 75\text{mm}$, Length $< 5\,000\text{ mm}$
- $75\text{mm} < x \leq 150\text{mm}$, Length = $5\,000\text{ mm}$
- $x > 150\text{mm}$, Length $> 5\,000\text{ mm}$

B4.3 Branch Trimming

B4.3.1 Branches that encroach within 5 m within a servitude are to be trimmed off at this point. The fallen branches can be disposed into the vegetation beyond the 3m from the servitude.

B4.3.2 The size of branches to be trimmed shall be measured and agreed up on jointly by the Contractor and representative of Transnet National Ports Authority and branch diameter shall be grouped into the following categories:

- $x \leq 75\text{mm}$, Length = $2\,000\text{ mm}$, Length $> 2\,000\text{ mm}$
- $75\text{mm} < x \leq 150\text{mm}$, Length = $2\,000\text{ mm}$, Length $> 2\,000\text{ mm}$
- $x > 150\text{mm}$, Length = $2\,000\text{ mm}$, Length $> 2\,000\text{ mm}$

- B4.3.3 Subsequent cutting up of trees and branches after felling or trimming if required by the representative of Transnet National Ports Authority shall be considered to form part of the felling / trimming operation and will not be measured separately.
- B4.3.4 All trees, branches and leaves shall be moved out of the way into an area where it can be left to decompose as directed by the representative of Transnet National Ports Authority.
- B4.3.5 After removing brush, etc. from alongside road, the Contractor shall pick up all paper, bottles, etc. and then brush cut the grass.
- B2.3.6 When so instructed by the representative of Transnet National Ports Authority trees, branches and leaves shall be collected and disposed. Disposal shall be at the Municipal dumpsite and the Contractor shall submit proof of disposal to the representative of Transnet National Ports Authority.

B4.3 Brush cutting

- B4.3.1 In servitudes, the contractor shall brush cut the area after all trees and branch trimmings have been removed.

B5 Standards of Workmanship

B5.1 Standard of vegetation control for individual worklots.

- B5.1.1 Vegetation control shall be such that there is no live vegetation growth (including creepers) exceeding 150 mm 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 -

- B5.1.2 With rootstock established entirely outside the worklot.

- B5.1.3 With rootstock established on the boundary of the worklot, provided that:

- B5.1.4 Control was achieved over the remainder of the worklot.

- B5.1.5 A clear spray line is visible, showing that herbicide was effectively applied over the entire surface of the worklot.

- B5.1.6 The Service provider took the presence of such growth into account and that the choice of herbicides and chemical use was adjusted accordingly.

- B5.1.7 The boundary concerned is not the boundary of an adjoining worklot. This exception does not apply in the case of creeping grasses (Cynodon) with nodal rooting within the worklot even though such growth may originate from a plant outside the worklot.
- B5.1.8 In addition there shall be no dry or dead remains of vegetation within the Worklot greater than 150 mm in height and of a density such that it constitutes a hazard, hindrance or danger to the operations, trucks or equipment in the area, of Transnet National Ports Authority, Port of Richards Bay. The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the representative of the Transnet National Ports Authority, Port of Richards Bay based on photographic records which will be communicated to tenderers at the site inspection and which will be incorporated into the contract documents.

B5.2 Manual Removal of Vegetation

No felling or hoeing of vegetation will be allowed during the one month preceding final inspection. All lots where such hoeing and felling were done will be rejected.

B5.3 Overall Control

B5.3.1 The overall standard of control to be achieved by the Service provider over the contract area, defined as “Overall Control” and expressed as a percentage, will be determined by the application of the following formula :

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

B5.3.2 The standard of “Overall Control” to be provided by the Service provider shall be:

Classification of Area	“A”	“B”	“C”
YEAR			
1	90	90	75
2	90	90	80

B5.3.3 Failure by the Service provider to achieve the standard of “Overall Control” shall constitute a material breach of contract by the Service provider which will entitle the Executive Officer to act in terms of clause 33 of the General Conditions of Contract for Maintenance Works, E5(MW).

B6 Program of work

B6.1 The Service provider shall undertake the planning and programming of the entire vegetation control operation and shall submit to the representative of Transnet National Ports Authority, Port of Richards Bay for approval full particulars thereof within two weeks from the date of notification by the Transnet National Ports Authority, Port of Richards Bay the acceptance of his tender or the commencement of the annual rainy season as the case may be.

B6.2 The particulars to be provided in respect of the Service provider’s vegetation control program shall include but not be limited to the following:

- B6.2.1 An assessment, based on a proper site investigation of nature and types of vegetation to be controlled in the contract area.
 - B6.2.2 The appropriate methods and procedures to be implemented by Service provider to achieve the standards of vegetation control required in terms of the contract.
 - B6.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
 - B6.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security.
- B6.3 The Service provider shall conduct regular site investigations and monitoring procedures for the purpose of:
- B6.3.1 Ascertaining the nature of weed infestation and factors that could influence the work.
 - B6.3.2 Monitoring the standard of weed control achieved.
 - B6.3.3 Identifying any damage or hazards which may have been caused the weed control operation, and
 - B6.3.4 Planning of timeous execution of remedial work where control is not being achieved.
- B6.4 The Service provider's program 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.
- B6.5 The program shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.
- B6.6 In addition to the annual program provided for in terms of B5.1, the Service provider shall submit daily working programs to the representative of Transnet National Ports Authority, Port of Richards Bay seven days in advance of the next working week, indicating the specific areas where the Service provider will be working each day of the week. Failure by the Service provider to submit a daily program and / or deviating from it without notifying the representative of Transnet National Ports Authority, Port of Richards Bay, preventing him from monitoring the Service provider's performance, may result in payment for such work being withheld.

B7 Performance monitoring and evaluation

- B7.1 The Service provider shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control over areas of completed application. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- B7.2 The representative of Transnet National Ports Authority, Port of Richards Bay shall at any time during the application periods carry out inspections of the Service provider'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 Service provider and he may be ordered by the representative of Transnet National Ports Authority, Port of Richards Bay to re-treat worklots or sections where such chemicals were applied at his own cost.
- B7.3 The representative of Transnet National Ports Authority, Port of Richards Bay will during each year carry out 12 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 Service provider shall be present or forfeit his right to dispute the measurements and evaluation of the representative of Transnet National Ports Authority, Port of Richards Bay.
- B4.3.1 The first inspection will take place within two weeks after completion of the Service provider's initial spraying and after he has notified the representative of Transnet National Ports Authority, Port of Richards Bay that he has inspected the work and that control has been achieved or is in the process of being achieved.
- B7.3.2 Every other inspection will take place every four weeks at which time control as described in B4.1. shall have been achieved.
- B7.3.3 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."
- B7.4 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. The rejection by the representative of Transnet National Ports Authority, Port of Richards Bay of work performance may be contested by the Service provider 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 Service provider may execute further remedial work in order to achieve control at further and final inspections.

- B7.5 In the case where the representative of Transnet National Ports Authority, Port of Richards Bay and the Service provider fail to agree on whether a worklot has failed, the worklot shall be recorded as a “disputed worklot” and the Service provider shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures.

B8 Remedial Work

- B8.1 The Service provider shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150 mm and forming a nuisance or hazard to operations of Transnet National Ports Authority, Port of Richards Bay, from the treated worklots.
- B8.2 The representative of Transnet National Ports Authority, Port of Richards Bay may, at any time after the first inspection order the Service provider to carry out remedial action within two weeks after being so ordered, failing which the representative of Transnet National Ports Authority, Port of Richards Bay may arrange for such action to be carried out by others at the cost of the Service provider.
- B8.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.

B9 Damage to Fauna and Flora

- B9.1 The Service provider shall ensure that his employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed. The Service provider shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.
- B9.2 The Service provider 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 Service provider shall assume full responsibility for the efficiency and safety of whatever chemicals are used.
- B9.3 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 Service provider shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- B9.4 Containers and residuals material shall not be disposed of on the property of Transnet National Ports Authority, Port of Richards Bay or as part of the refuse of Transnet National Ports Authority, Port of Richards Bay.

B9.5 The Service provider shall take particular note of environmentally sensitive areas and shall plan and execute his work with the utmost care and responsibility.

B10 General

B10.1 The Contractor shall ascertain that his staff are competent and that all work shall be carried out by suitably trained and qualified staff as required by law where applicable and / or required by Transnet National Ports Authority.

B10.2 The Contractor shall be liable to remedy any damage or loss to Transnet National Ports Authority or third party property caused by his negligence. All incidents shall be reported to the representative of Transnet National Ports Authority immediately and necessary forms must be completed within 24 hours.

B10.3 The Contractor shall remove obstacles and litter prior to cutting grass in order to reduce risk of damage and dispersion of waste.

B10.4 The Contractor shall ascertain that staff wears personal protective clothing (PPE) at all times.

- Hard hats
- Ear plugs
- Goggles
- Gloves
- Overalls
- Reflective Vests
- Safety shoes
- Rain suits

B10.5 The Contractor shall ascertain that all plant and equipment is properly maintained and stone guards are in place where applicable.

B10.6 The Contractor shall place appropriate temporary signage where applicable to warn the public and traffic about work in progress. Traffic control must be in place where there is imminent danger of damage.

B10.7 The Contractor shall place all tree branches and trimmings in a waste skip and transport it to the municipal dumpsite and provide Transnet National Ports Authority with copies of the municipal dumpsite waybills.

B11 SAFETY HEALTH AND ENVIRONMENTAL FILE REQUIREMENTS FOR THIS PROJECT

Upon awarding of the tender, the Service provider will be expected to submit a safety file completed with all required documents.

CONTRACTOR REQUIREMENT
1. Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)
2. Contractor scope of work information (Company Profile)
3. Notification of Construction Work to the Department of Labour: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, Must carry the stamp of acceptance from the Department of Labour <i>(if applicable)</i>
4. Application for a permit to do construction work <i>(if applicable)</i>
5. Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.
MANAGEMENT PLANS
6. Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers
7. Approved Contractor Execution Plan correlating with Specification provided by Transnet (i.e. Approved health and safety plan, environmental plan, security plan etc.)
8. Contractors Health and Safety Policy
9. Site Specific Emergency Plan
10. Contractors Traffic Management Plan (if applicable)
11. Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet <i>(if applicable)</i> .
APPOINTMENTS
12. Fully completed appointments of the following (depends on the scope of work) but not limited to:
• Sec. 16(2) – Delegated Authority (Assistant to the CEO)
• CR 8(1) – Construction Manager
• CR 8(7) – Construction Supervisor
• CR 8(8) – Assistant Construction Supervisor
• CR 8(5) – Construction Safety Officer
• CR 9(1) – Risk assessment
• CR 10. (1)(a) – Fall Prevention Planner <i>(if applicable)</i>
• CR 10.(2)(b) (fall risk) Physical & Psychological fitness
• CR 23.(d)(k) – Vehicle operator and Inspector
• GSR 3.4 – First aider
• CR 29 (h) – Fire Fighter
• Sec 24, GAR 9(2) – Incident Investigator
• CR 13(1)(a) – Excavation Supervisor
• CR 28(a) – Stacking and Storage Supervisor
• CR 12(1) – Temporary works designer
• CR 14(1) – Demolition work supervisor
• CR 16(1) – Scaffolding work supervisor

• CR 17 (1) – Suspended platform work supervisor
• CR 18(1)(a) – Rope access supervisor
• CR 19(8)(a) – Material host Inspector
• CR 20(1) – Bulk mixing plant supervisor
• CR 21(2) – Explosive actuated fastening devices inspector
• Sec 17(1) – SHE Rep (more than 20 employees)
• GSR 13(a) – Ladder Inspector
An abbreviated CV of the above appointed persons shall be attached to the appointment. Competency certificates will also be attached as required in specifications
13. Elevated work training (Rescue/ Safety harnesses) – accredited Training (<i>If applicable</i>)
14. Fall Protection Plan by competent person / Rescue Plan (<i>If applicable</i>)
15. Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.
16. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e. Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear & grub...so only request what is relevant at the time.
17. PPE Policy and most recent issue register.
INDUCTION
18. Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:
• Employee Dossier with applicable documentation;
• Proof of site specific induction;
• Copy of ID Document;
• Legal Letter of Appointment;
• Proof of competence i.e.: Artisans, drivers, operators etc.;
• Valid medical certificate of fitness done by an Occupational Health Practitioner (i.e. Annexure 3 for construction work)
REGISTERS
19. Copy of equipment registers to be used with copy of each item's inspection checklist. The registers are not limited to the following, depends on the scope of work:
• Site visitors register
• Excavation Inspection Register
• Hand tools Inspection register
• Barricading Inspection Register
• Traffic Inspection Register
• Mobile Toilet Inspection Register
• Daily Risk Assessment and Toolbox Talk
• PPE Inspection Register
• First Aid kit Inspection Register
• Fire Fighting Equipment Register
• Portable electrical Equipment Register
• Pneumatic Tool Register
• Compressor Checklist
• Ladder Inspection Register
• Vehicle Inspection Register

Working at Height Equipment Register
INCIDENT/ACCIDENT MANAGEMENT
20. Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents
21. Register of first aid injuries
22. Register of reportable injuries to the Provincial Director
OTHERS
23. Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as: - CR 5.1(k) Principal Contractor appointment - CR 7(1)(c)(v) Sub Contractor appointment
24. Training Matrix (Management, Supervisors and Employees)
25. Copy of the OHS act and its Regulations, COID Act Regulations

B12 Measurement and Payment

- B12.1 Payment will be based on the number of worklots treated as instructed by the representative Transnet National Ports Authority, Port of Richards Bay and to which the Service provider successfully applied the vegetation control measures and has achieved the standard of control defined in clause B4.1.
- B12.2 No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.
- B12.3 Measurement and payment for the work completed will be made in Monthly bases:
- B12.4 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Service provider's costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Service provider's profit, for all delay and consequential costs and for everything of whatever nature required of the Service provider for completion of the work included in the Contract. These prices shall be exclusive of VAT.

TRANSNET NATIONAL PORTS AUTHORITY

A DIVISION OF TRANSNET LIMITED

WEEDSPRAYING AT THE PORT OF PORT OF RICHARDS BAY;

KWAZULU, NATAL

D. SCHEDULE OF QUANTINTY
PROVISION OF WEEDSPRAYING IN THE RAILYARD AND OTHER AREAS WITH THE PORT
OF RICHARDS BAY

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 1				
1	Preliminary and General				
1.1	Safety, Health and Environmental Requirements Prepare safety files for TNPA	sum	1		
1.2	Provision of facilities on site: Facilities required by the contractor/ service provider, including site establishment, general responsibilities and other fixed charged obligations required for the successful implementation of this project	sum	1		
1.3	Schedule time related items: Supervision, Company overheads costs for the duration of contract and any other time related obligations	sum	1		
	SECTION 2				
2	Weed spraying of the Railway Line Yard and other areas within the Port boundaries				
1	Umhlatuze Yard	m ²	6468		
2	Umhlatuze Links Line Triangle	m ²	37272		
3	Moba lines	m ²	15428		
4	Line 68,69,70 and 71	m ²	9144		
5	Arrival Yard	m ²	62426		
6	Departure Yard	m ²	125227		
7	493 Lines (Silver Ocean Road)	m ²	13767		
8	Rail Yard stacking area	m ²	3686		
9	Open area between Moba lines and line 68	m ²	5200		

10	Five bridges (Manzamyama, Both Tidal and Bridge by the Bayview Access), 2279 Bridge and Coal Bridge	m ²	4320		
11	Truck staging Area Islands	m ²	6428		
12	Truck staging fence line	m ²	1750		
13	IVS Line	m ²	6000		
14	Civil/Electrical and Fender frame staking area behind Pioneer Center Building	m ²	4000		
15	TNPA/TPT fence line	m ²	4500		
16	TNPA Bounder fence line	m ²	5200		
17	Heritage Site Building	m ²	1100		
18	Pipe Yard (Civil Depot)	m ²	720		
19	Control Building	m ²	950		
20	Cutting of Trees	m ²	50 000		
21	Shunt 2	m ²	35000		
22	Grass cutting with the operators	m ²	36000		
23	Fender staking area	m ²	5760		
Cost Year 1 (Y1) value (excluding vat and inflation)					R
Total contract value for 3 years = (Cost Year 1 (Y1) excluding vat and inflation) X 3					R
Total contract value for 3 years (including VAT)					R

Notes to the Multi- Year Pricing Table:

The first year of the contract will not be subject to price escalation
 Cost for Year 2 (Y2) will be Total costs of Year 1 (Y1) x CPI adjustment
 Cost for Year 3 (Y3) will be Total costs of Year 2 (Y2) x CPI adjustment

Total Amount In Words (Excl. VAT) :

WITNESSES:

1. _____ **Service provider:** _____

2. _____ **Date:** _____

WITNESSES:

1. _____ **TNPA:** _____

2. _____ **Date:** _____

Note: Provision of insufficient information will result to the quotation being disqualified.

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

a) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e., after the initial period of 12 months), utilizing the Consumer Price Index (CPI) as per below:

CONTRACT PRICE ADJUSTMENTS

Formula

b) Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the formula set out below,

c) Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

d) The following price adjustment formula will be applicable for calculating Contract price adjustments (CPA).

$P_a = (1-V) P_t ((CPI)) + V P_t$ where:

P_a	=	The new adjusted price to be calculated
$(1-V)P_t$	=	85% of the original bid price
CPI	=	In this tender Transnet will only use the Consumer Price Index (CPI) as a single factor from the Statistical Release "P0141" – Consumer Price Index, published by the Department of Statistics, South Africa.
$V P_t$	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e., it is not subject to price adjustment.

Formula component definitions:

Adjustable amount: $(1-V) P_t$

e) The adjustable amount is the portion of the bid price, which is subject to adjustment. In this contract, the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

Fixed portion: $V P_t$

f) The fixed portion represents those costs that will not change over the adjustment period and DOES NOT represent the profit margin. In this bid, the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

Cost components and proportions: D1

g) The cost components of the Contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs that are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid, the Consumer Price Index (CPI) Statistical release P0141 will be used to adjust the price adjustments.

Cost Component	% Contribution
D1 – Consumer Price Index	100% of 85%
TOTAL (Cost components must add up to 100%)	100 %

Applicable indices / references:

h) The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Index Publication	Index Reference
D1- Consumer Price Index	Stats SA, Statistical Release P0141	P0141

Base Index Date

i) The base index date applicable to the formula is defined as the date of advertisement of the bid. The P0141 Stats SA Statistical release in the month of the tender will be used as the base index. If a Stats SA Statistical release P0141 is not published in the month in which the tender is advertised, the first Statistical Release P0141 in the month immediately prior to the month of the tender being advertised shall be used.

End Index Date

j) The end index dates are the dates at predetermined points in time during the Contract period. In this bid the end indices are the indices published in the month immediately following the annual anniversary of the month in which the tender is advertised. In other words, months 13, 26, 39 etc.

Price Adjustment Periods

k) Adjustment to contract prices will be applied for on an annual basis

Additional Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- f) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

