
PART C3

SERVICE INFORMATION

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C3.1. DESCRIPTION OF THE WORKS

C3.1.1. EMPLOYERS OBJECTIVE

C3.1.1.1. The essence of the contract is that Transnet Freight Rail requires the control of living vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks or other areas included in the contract.

C3.1.1.2. The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

C3.1.1.3. Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract.

C3.1.1.4. The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

C3.1.1.5. The contract will only be awarded to a tenderer who has the required experience in the application of herbicides in Southern Africa as stipulated in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.

C3.1.2. OVERVIEW OF THE WORKS

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

C3.1.3. EXTENT OF THE WORKS

The service information briefly consists of the following:

- The control of vegetation, including declared weeds and declared invader plants by means of chemical herbicides of mainly lines as indicated in the Price List.
- The execution of the works shall include any work arising from or incidental to the service information or required of the Contractor for the proper completion of the contract in accordance with the true meaning and detail of the contract documents.
- The Contractor shall obtain his/her own information regarding species occurrence and extent of vegetation to be controlled in order to comply with the required standards.

C3.1.3.1. The extent of the work consists of mainly lines as indicated in the Price List.

C3.1.3.2. 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.

C3.1.3.3. 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.

C3.1.4. LOCATION OF THE WORKS

The location of the works is as indicated in the Prices List and is in the geographical area controlled by the Depot Engineers Bloemfontein, Port Elizabeth, Bellville and Kimberley.

C3.1.4.1. The Service Manager will provide one-copy schematic diagrams to the successful tenderer, indicating the areas to be treated.

C3.1.5. DURATION OF CONTRACT

The work provides for the control of vegetation for commencing on the date of notification of acceptance of tender with Transnet Freight Rail for a period of **60 months**. Transnet Freight Rail wishes to encourage new entrants into on-track weed control environment.

C3.2. GENERAL MAINTENANCE ASPECTS

C3.2.1. WORK SPECIFICATIONS

C3.2.1.1. Standard Specifications.

The following standard Specifications will be applicable to this contract:

- SANS 1200A – General
- SABS Code of Practices no 0206-1983 "Safety procedures for the disposal of surplus pesticides and associated toxic waste."

C3.2.1.2. Generic Specifications:

The following Generic Specifications will be applicable to this contract:

- Transnet generic specifications.
- E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
- E7/1 (July 1998); Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

C3.2.2. PLANT AND MATERIAL

C3.2.2.1. Any plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Contractor, or the value thereof will be deducted from moneys falling due to him/her.

C3.2.2.2. The Contractor shall provide written certification of compliance with specification of any materials (chemical) or equipment supplied by him / her.

C3.2.3. CONSTRUCTION EQUIPMENT

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

C3.2.4. EXISTING SERVICES

C3.2.4.1. Reinstatement of services and property damaged during execution of the work.

C3.2.4.2. Any damages caused by the Contractor to Transnet property and services shall be rectified by the Contractor at his own cost and to the full satisfaction of the Service Manager's Deputy.

C3.2.5. SITE ESTABLISHMENT

C3.2.5.1. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER:

- C3.2.5.1.1. In the case of a contract for vegetation control the following will be provided free of charge:
- C3.2.5.1.2. Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use. These water points may be up to 200km apart.
- C3.2.5.1.3. Road vehicle accessibility via service roads to the work site is not always possible.
- C3.2.5.1.4. Inspections of the areas of work by motor trolley may be arranged with the Service Manager's Deputy, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Service Manager's Deputy shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.
- C3.2.5.1.5. Any plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Contractor, or the value thereof will be deducted from moneys falling due to him/her.

C3.2.5.2. TO BE PROVIDED BY THE CONTRACTOR

- C3.2.5.2.1. In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.
- C3.2.5.2.2. The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.
- C3.2.5.2.3. The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.
- C3.2.5.2.4. The personnel of the contractor shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Service Manager's Deputy or his/her deputy.
- C3.2.5.2.5. An effective safety procedure to be followed by all personnel on any Transnet Freight Rail work site shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

C3.3. MANAGEMENT OF THE WORKS

C3.3.1. SITE MEETINGS

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

C3.3.2. SITE BOOKS

C3.3.2.1. A Site Instruction Book, A4 size, with triplicate pages shall be provided by the Contractor. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheet for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".

C3.3.2.2. A Daily Diary Book with triplicate pages shall be provided by the Contractor and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Price List completed for each day shall also be recorded and signed off by both Transnet Freight Rail (TFR) and the Contractor at the end of each day. This site diary shall also serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.

C3.3.2.3. Only persons authorised in writing by the Service Manager or Contractor may make entries in the site books.

C3.3.3. PROGRAMME OF WORK

C3.3.3.1. The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Service Manager's Deputy for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

C3.3.3.2. The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:

C3.3.3.3. An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,

C3.3.3.4. The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,

C3.3.3.5. The chemicals to be applied, design mixes, rates of application and the timing and number of applications.

C3.3.3.6. The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,

C3.3.3.7. 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.

C3.3.3.8. The Contractor's programme shall allow for commencement with the initial application of chemicals at the appropriate timing, i.e. coinciding with the initial rainy season, for achieving maximum success and for completion in the shortest possible time, but not later than **six** weeks after commencement of the initial application.

C3.3.3.9. The programme shall be based on the quantities and numbers of worklots shown in the Price List.

C3.3.3.10. In addition to the annual programme provided the Contractor shall submit daily working programmes to the Service Manager's Deputy, 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 Service Manager's Deputy, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

C3.3.4. PERFORMANCE MONITORING AND EVALUATION / INSPECTIONS

C3.3.4.1. The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

C3.3.4.2. The Service Manager's Deputy shall at any time during the application periods carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor and he/she may be ordered by the Service Manager's Deputy to re-treat entire worklots or sections where such chemicals were applied.

C3.3.4.3. The Service Manager's Deputy will during each growth season carry out **[two / three]** official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Service Manager's Deputy.

C3.3.4.4. The first inspection shall be done at, or within [20] weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Service Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.

C3.3.4.5. The second inspection of the season will be carried out at, or within [36] weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Service Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.

~~C3.3.4.6. The third inspection of the season will be carried out at, or within [36] weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Service Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.~~

C3.3.4.7. 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”.

C3.3.4.8. 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 Service Manager’s Deputy of work performance may be contested by the Contractor only at the time and place of rejection.

The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

C3.3.4.9. In the case where the Service Manager’s Deputy and the Contractor fail to agree on whether a worklot has failed, the worklot shall be recorded as a “disputed worklot” and the Contractor shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Core Clauses (W1) of the TSC3.

C3.4. ENVIRONMENTAL REQUIREMENTS

C3.4.1. COMPLIANCE WITH STATUTES

C3.4.1.1. The Contractor’s procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 “Safety procedures for the disposal of surplus pesticide and associated toxic waste”.
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

C3.4.1.2. The Contractor’s authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.

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

C3.4.2. DAMAGE TO FAUNA AND FLORA

C3.4.2.1. The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed.

C3.4.2.2. The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

C3.4.2.3. Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

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

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

C3.4.2.4. The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

C3.5. PARTICULAR SPECIFICATIONS

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

C3.5.1. DEFINITIONS

C3.5.1.1. **Service Manager's Deputy.** Any person appointed by the Employer to deputise for him / her in supervising and carrying out the contract.

C3.5.1.2. CONTROL

C3.5.1.2.1. Control is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

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

C3.5.1.2.2. Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

C3.5.1.3. WORKLOTS

C3.5.1.3.1. A WORKLOT is a subdivision of any area on which the Contractor shall control vegetation.

- In the case of running lines and loops (irrespective of the method of work) a worklot will consist of a 1.2m wide strip, starting 1,5m from the track centerline, (this starting distance can vary from line to line and will be clarified by the Technical Officer or his/her deputy prior the start of the spraying program) and 250m long (i.e. an area of 300m² measured parallel to the centre line of the track). Weed control could be required on the left or right or both sides of the track. Should spray patterns partially overlap on multiple lines the full width of the worklot will be measured independently and the Contractor will receive the benefit of any overlap, which may occur. The Contractor must ensure that the spray swath, irrespective of what distance from the centre line is decided on, does not extend beyond the closest edge of the concrete drain in cuttings or beyond bank shoulders. In such cases the Contractor must make the necessary adjustments so that environmental damage can be avoided.
- In the case where the entire profile is to be sprayed a worklot will generally be a strip of 6m wide, symmetrical to the track centre line and 50m long, i.e. 300m². Should the Project Manager direct the spraying of multiple tracks on the same basis as for single lines adjacent worklots might overlap.
- On open lines all worklots are identifiable by the kilometre markers next to the railway line at regular 250m intervals, or appropriate mast poles.

C3.5.1.3.2. A provisional worklot is any area or combination of areas totalling a maximum of 300m² in the case of open lines, which is not necessarily intended to be controlled annually.

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

C3.5.1.3.3. Formation is the finished earthworks surface upon which the track is laid.

C3.5.1.3.4. Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

C3.5.1.3.5. 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.

C3.5.1.3.6. Spraying means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

C3.5.2. METHOD OF VEGETATION CONTROL

C3.5.2.1. The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming and chemicals employed shall therefore be directed at this aim.

The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

C3.5.2.2. A mechanised method capable of applying chemicals effectively and speedily is required. **Due to safety considerations and operational requirements the sole use of hand teams with knapsack sprayers will not be considered.**

C3.5.2.3. Where a chemical approach to vegetation control is adopted, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in 7.3.1.1 will be permitted.

C3.5.2.4. Vegetation control in terms of the contract will normally be required in respect of lines. The type of herbicides and the methods of application to be employed are as specified T2.1 (Returnable Documents) and are subject to the approval of, and monitoring by the Service Manager's Deputy.

C3.5.2.5. The Service Manager's Deputy's approval shall first be obtained for use of other herbicides.

C3.5.2.6. 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.

C3.5.2.7. Any deviation from the method of work submitted as per T2.1 (Returnable Documents) by the Contractor shall be subject to the approval of the Service Manager's Deputy.

C3.5.3. STANDARDS OF WORKMANSHIP

C3.5.3.1. Standard of vegetation control for individual worklots.

C3.5.3.2. Vegetation control shall be such that there is no live vegetation growth (including creepers) exceeding 150mm in any dimension, occurring in the worklot, nor more than fifteen (15) live plants of any lesser size.

This excludes overhanging canopy growth of plants: -

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

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

C3.5.3.3. In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 150mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Service Manager's Deputy.

C3.5.3.4. MANUAL REMOVAL OF VEGETATION

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

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

C3.6. GENERAL SPECIFICATIONS

C3.6.1. GENERAL

C3.6.1.1.E4E (January 2004) – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.

C3.6.1.2.Specification E7/1 (Jul 1998): Specification for works on, over, under or adjacent to railway lines and near high voltage

C3.6.2. HEALTH AND SAFETY

C3.6.2.1.The Contractor shall at all time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).

C3.6.2.2.The Contractor shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Contractor must conduct his own formal risk assessment to identify all risks. The Contractor is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g.

- Working with herbicides
- live OHTE
- Executing work on one line while a normal train service is running on adjacent line/s
- Sanitation and refuse disposal as a threat to the environment.

C3.6.2.3.The Contractor shall be responsible to ensure the use of only technically competent trained staff on all types of work. The contractor will have to ensure that the contractor's personnel operating his/her own locomotives, haulage equipment, road rail vehicles or any other track vehicles on Transnet Freight Rail lines undergo a Transnet Freight Rail Operating course and also receive a certificate of track section competency. This cost is to be borne by the contractor.

C3.6.2.4.The Contractor shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.

C3.6.2.5. The Contractor shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.

C3.6.2.6. The Contractor shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area Service Manager's Deputies and contract 'supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.

C3.6.2.7. The Contractor shall also be responsible to ensure that contract managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).

C3.6.2.8. Non-compliance with safety requirements will result in an immediate suspension of work without payment.

C3.6.2.9. Where training is required by the Contractor and Transnet Freight Rail (TFR) is committed to provide training, the Contractor shall qualify his tender as to what and how many staff, training will be required for. After award of the contract, the Contractor shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Service Manager's Deputy, for this training / testing.

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

Course	Objective	Duration & trainer	Grade to attend
A) Awareness (Electrical)	To inform all Contractors staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. Accredited Electrical trainer / Depot's Electrical Supervisor	• All workers and staff working on the contract
B) COM Competency (Electrical) (To follow A)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days Total = 1 day Accredited Electrical trainer	Supervisor (Responsible person in charge at machine working)

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

C3.7. PRICING INSTRUCTIONS

C3.7.1. GENERAL

C3.7.1.1. Measurement and payment shall be in accordance with relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Service Information.

C3.7.1.2. The units of measurement described in these Price List are metric units. Abbreviations used in the Price List are as follows:

%	=	percentage
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
l	=	litre
m	=	metre
No.	=	number
Prov sum	=	Provisional sum
Sum	=	Lump sum
W/day	=	Work day
R/only	=	Rate only
Worklot	=	area totalling 300m ²

C3.7.1.3. For the purpose of these Price List, the following word shall have the meanings assigned to them:

Unit:	The unit of measure for each item of work as defined in the COLTO Standard specification.
Quantity:	The number of units of works for each item.
Rate:	The agreed payment per unit measurement.
Amount:	The product of the quantity and the agreed rate for an item.

C3.7.1.4. No allowance is made for waste on items in the Price List.

C3.7.1.5. It will be assumed that the prices included in the Price List are based on Acts, Ordinances, regulations, By-laws, International Standards and National Standards that were published 28 day before the closing date for tenders.

C3.7.1.6. Such prices and rates cover all costs and expenses that may be required for the execution of the works described in accordance with the provisions of the Service Information, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

C3.7.1.7. The quantities set out in the Price List are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Price List (prepared in black ink) for the Works.

C3.7.1.8. Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the Price List, 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.

C3.7.1.9. Payment for this contract shall be based on the Price List and the payment will be made in accordance with the rates tendered in the Price List.

C3.7.1.10. The absence of stated quantities in the Price List 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.

The short descriptions of the items in the Price List are for identification purposes only.

Items classified as “provisional worklots” in the Price List 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 C3 Service Information C3.5.1.4.2., or stated in the Price List and the standard of control for individual worklots shall apply.

C3.7.2. MEASUREMENT AND PAYMENT

C3.7.2.1. Payment will be based on the numbers of worklots treated as instructed by the Supervisor and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in Service Information clause C3.5.3.

C3.7.2.2. No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.

C3.7.2.3. Measurement and payment for the work completed will be made in [3] stages.

C3.7.2.4. After completion of the initial spraying of the entire contract area the Supervisor or his deputy and the Contractor will measure the work performed (number of worklots sprayed). The Contractor will thereafter receive payment at [50%] of the rates tendered for all of the completed work.

C3.7.2.5. A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with Service Information clause C3.3.4.4. The Contractor will thereafter receive payment at [25%] of the rates tendered for all worklots where control as specified has been achieved or clear signs are evident that control is in the process of being achieved.

C3.7.2.6. A third measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with Service Information clause C3.3.4.5. The Contractor will thereafter receive payment at [25%] of the rates tendered for all worklots where control has been achieved.

~~C3.7.2.7. A fourth measurement and evaluation will be made concurrent with the third official inspection conducted in accordance with Service Information clause C3.3.4.6. The Contractor will thereafter receive payment at [25%] / [30%] / [20%] of the rates tendered for all worklots where control has been achieved.~~