

5.2 SPECIFICATION OF PROPOSED WORK PROCESSES

5.2.1 PRASA requires the application of herbicides, cutting of all Grass and Trees and invader trees as listed in Categories 1, 2, and 3 of the Conservation of Agricultural resources act 43 of 1983 (CARA).

5.2.2 The contract shall have a proven record of wide experience in chemical eradication and the use of herbicides in Southern Africa and have the proper understanding of safe tree felling and grass cutting.

5.2.3 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:

5.2.3.1 The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.

5.2.3.2 The Hazardous Substance Act (Act 15 of 1973).

5.2.3.3 The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).

5.2.3.4 The Environmental Conservation Act (Act 73 of 1989).

5.2.3.5 SABS Code of Practice No. 0206 - 1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".

5.2.3.6 National Environmental Management, Act No. 107 of 1998

5.2.4 The Contractor's authorised representative shall be a registered Pest Control Operator, specialising in the field of industrial weed control only 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.

5.2.5 Proof of registration as a Pest Control Officer (PCO) in the field of (Industrial Weed Control) shall be submitted with the tender document.

NB!!!Only valid PCO certificates in industrial weed control will be accepted and if expired a letter from the department of Agriculture must be submitted to show the certificate is in the process of been issued.

5.3 HERBICIDES AND OTHER CHEMICALS

- 5.3.1** The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto, and in use on site.
- 5.3.2** Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.
- 5.3.3** A list of registered Herbicides to be used in Industrial weed control only, supported by specimen labels.
- 5.3.4** A full list of declared weeds and invader plants as listed in Categories 1, 2, and 3 of the Conservation of Agricultural resources act, act 43 of 1983 (CARA) is available on the department website.
- 5.3.5** A list of herbicides to be used must be completed in full.

5.3.5.1 Trees and hard woods (Triclopyr) (Pyridyloxy Compound).

Picloram (pyridine carboxylic acid)

Trade name (Label name)

Generic name_____

Registration number_____

Ingredient (type and content) as shown on the label_____

Application rates, _____

Application rates, and fields of use. _____

Weeds, Grass and Shrubs Foliage Application (Glyphosate not less than 360g/l active)

Trade name (Label name) _____

Registration number_____

Ingredient (type and content) as shown on the label_____

Application rates, and fields of use. _____

Weeds, Grass and Shrubs(Pre emerging ground sterilant) in Combinations of Bromacil-Tebuthiuron-Simazine-Terbuthylazine-Duiron-Imazapyr as per product label

Trade name (Label name) _____

Generic name_____

Registration number_____

Ingredient (type and content) as shown on the label_____

Application rates, and fields of use. _____

5.3.6 A description of the methods to be used for tree felling must be provided.

This must include the following:

5.3.6.1 The description and rate of application of chemicals.

5.3.6.2 Precautions to be taken to prevent damage of adjacent structures.

5.3.6.3 The type and method of use of the proposed equipment and any other relevant information.

5.3.6.4 The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor.

5.3.6.5 The herbicides specified shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

5.3.6.6 The work programme. This will be used for evaluation purposes and monitoring of work.

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

5.4 DEFINITIONS

5.4.1 **CARA Legislation:** It pertains to The Conservation of Agricultural resources Act, Act 43 of 1983.

5.4.2 **Declared weeds:** Is all species as listed in category 1 of the CARA Legislation, refer to The Conservation of Agricultural resources Act, Act 43 of 1983.

5.4.3 **Invader plants:** Is all species as listed in category 2, and 3 of the CARA Legislation, refer to The Conservation of Agricultural resources Act, Act 43 of 1983.

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

5.4.5 **Technical Officer:** is the PRASA Project Manager, his/her appointed deputy or any person lawfully acting in that capacity.

5.4.6 **Area for invader plants only:** Is a subdivision of any area on which the Contractor shall control trees and grass, it shall be measured in “worklots”, a worklot is an area measuring 7500m².

5.4.7 Provisional area for invader plants only comprises the removal of cut vegetation from site.

NB: The rendering of this type of service is not necessarily required during the contract, provision has only been made should the need arise for this type of service.
Apart from the stipulation that provisional work may not necessarily be required, all other contract conditions shall apply mutatis mutandis to provisional work.

5.4.8 **Remove:** comprises moving the entire felled tree from the site and dumping it at a registered municipal dump or other specified area.

5.4.9 **Move:** comprises moving the felled trees to an area determined by the Project Manager where this material will not pose a hindrance, obstruct drainage systems, or present a fire hazard.

5.4.10 **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 (area in m²) 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 (area in m²) which may constitute a hazard, danger, or hindrance to PRASA personnel, equipment trucks or operations.

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.

5.4.11 An area (measured in m²): is a subdivision of any area on which the contractor shall control vegetation.

5.4.12 In yards, depots/areas where control is required area may be irregular in shape.

For inspection and payment purposes, area shall be physically measured where necessary. In such instances the Project Manager or his/her delegated assistant shall

decide in advance and advise the Contractor accordingly, of the method of measurement to be adopted in any area.

- 5.4.13 In yards, depots/areas area will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Area will not be measured individually in different directions but will form part of a pattern of continuous and parallel area covering, in the most effective manner possible, the surface of any area.
- 5.4.14 **An area for cable routes:** will normally be areas of 1.5m wide on both (left and right) sides and parallel to the cable route and 500m long.
- 5.4.15 **An area for the eradication of declared weed and invader plants:** will be an area measuring 7500m² referred to as a worklot
- 5.4.16 **Formation:** is the finished earthworks surface upon which the track is laid.
- 5.4.17 **Ballast:** means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track Superstructure).
- 5.4.18 **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 emplacement. Yards and loops start at the clearance mark of the facing points.
- 5.4.19 **Depot's 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.

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

- 5.4.20 **Declared weeds** means noxious plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983 (C.A.R.A.), as listed in Government Gazette No. 9238 or amendments thereto.
- 5.4.21 **PCO CERTIFICATE:** Is a pest control operators certificate issued by the Department of Agriculture

5.5 METHOD OF WORK

- 5.5.1 The scope of work requires a combination of tree felling and cut-stump treatment with herbicides, felling tall herbaceous growth (i.e., grasses, reeds and succulents) with brush

cutters, and foliar application of herbicides to low growing weeds, grasses and herbaceous growth.

5.5.2 The Contractor's methods and program shall provide rapid and effective control in all areas.

5.5.3 Priority areas for rapid and effective control include building surrounds, staked cable routes, level crossings, shunting yards, and approaches to stations.

5.6 STANDARDS OF WORKMANSHIP

5.6.1 STANDARD OF VEGETATION CONTROL FOR INDIVIDUAL WORK

5.6.1.1 Rivers, watercourses and other water bodies shall be kept clear of felled trees, vegetation cuttings and debris. The integrity of riverbanks shall be maintained by only trimming parts of trees directly affecting the safe operation of the trains and power line.

5.6.1.2 It shall be ascertained from the property owners concerned whether they wish to retain the cut vegetation. If not, it shall be removed or disposed of in an appropriate manner to the satisfaction of the owner. Burning shall not be permitted under any circumstance.

5.6.1.3 Tall growth comprising trees, weeds and CARRA shall be carefully and safely felled, branches and stems must be cut up into one meter pieces, which must be spread out and left on site unless otherwise stated, the remaining stump shall be cut off to a maximum height of 30 cm above ground level and left in situ, all branches and stems shall be moved away from drainage systems where present.

5.6.1.4 The remaining stumps shall be treated immediately after being cut with a registered herbicide, as stated at the manufacturers recommended dosage, to prevent re-growth.

5.6.1.5 The contractor shall apply extreme care when working near live high voltage power lines, railway tracks, and bordering private property.

5.6.1.6 The Contractor shall implement safe working practices and precautions to safeguard his/her personnel and prevent damage to infrastructure.

5.6.1.7 The Contractor shall follow and abide by the prescriptions as specified in the E7/2 (Specifications for works on, over, under, or adjacent to railway lines and near high voltage equipment, where applicable.)

5.6.1.8 In the case of the foliar application of herbicides, the herbicide shall be carefully applied to the target species to prevent damage to desirable vegetation, at the manufacturers recommended dosage and means of application.

5.6.1.9 The Contractor shall appoint a responsible representative at the site, who shall be present while the works is in progress and ensure that safe working practices are implemented.

5.6.2 OVERALL CONTROL

5.6.2.1 The overall standard of control to be achieved by the Contractor over the contract area, is defined as “Overall Control” and expressed as a percentage, will be 90% for the entire contract area.

5.6.2.2 Failure by the Contractor to achieve the standard of “Overall Control” shall constitute a material breach of contract by the Contractor, which will entitle the Executive Officer to act in terms of the General Conditions for Minor Works 287.

5.7 PERFORMANCE MONITORING AND EVALUATION

5.7.1 The Contractor shall always be responsible for supervision of the work and for follow-up.

5.7.2 The Project Manager or his/her delegated assistant shall at any time during the cutting periods carry out inspections of the Contractor’s performance methods and procedures.

5.7.3 The Project Manager or his/her delegated assistant may at any time take samples of the chemicals applied and arrange for the testing thereof.

5.7.4 Where test samples fail to conform to the specifications the costs of testing will be recovered from the Contractor, and he/she will be ordered by the Project Manager or his/her delegated assistant to re-treat entire area or sections where such chemicals were applied.

5.8 INSPECTIONS: GRASS CUTTING TREE FELLING

5.8.1 Tree felling will be based on the Schedule of prices where the Contractor successfully applied the vegetation control measures and has achieved the standard of workmanship defined.

5.8.2 Cutting of vegetation will be based on the Contractor’s rate per m² as stated in the Schedule of quantities and prices.

5.8.3 Photograph of before and after the work commence with actual references of same area and date stamp on Photos must be submitted as proof with every invoice submitted.

5.9 REMEDIAL WORK

5.9.1 The Contractor shall carry out immediate remedial work to all area where control has not been achieved.

5.9.2 Such remedial work shall include foliar application and the felling and application of tree killers to stumps where re-growth has occurred as well as the removal or moving of dry or dead growth forming a nuisance or hazard to PRASA rail Operations, from the treated area.

5.9.3 Failure on the part of the contractor to take immediate remedial action will result in the application of penalties as specified in the contract.

5.9.4 In the case of inaction or non-conformance by the Contractor, PRASA rail reserves the right to implement remedial action and recover the cost from the contractor.

5.9.5 The felling of re-growth will not be allowed on its own as a remedial action and a tree killer shall be re-applied.

5.10 DAMAGE TO FAUNA AND FLORA

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

5.10.2 The Contractor shall take the presence of drainage works within the work area into account and shall ensure that no waterborne movement of herbicides is possible.

5.10.3 The Contractor shall not apply any chemical of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals.

5.10.3.1 The Contractor shall assume full responsibility for the effectiveness and safety of whatever chemicals are used.

5.10.3.2 Measures to prevent soil erosion shall be implemented at all times. Road construction may only be undertaken following agreement of authorities.

5.10.4

5.10.5 Illegal dumping or pollution of any kind will not be permitted.

5.10.6 The stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

- 5.10.7 The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- 5.10.8 Containers and residual material shall not be disposed of, on PRASA property.
- 5.10.9 The Contractor shall take note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.
- 5.10.9.1 Deep valleys and environmentally sensitive areas that restrict vehicle access, or legally protected areas, shall be cleared of vegetation provided that the vegetation poses a threat to the PRASA asset protection policy, the safe operation of trains and the reliability of the 3KV OHTE powerline supply.
- 5.10.9.2 Aesthetic consideration shall be taken into account, especially where PRASA railway lines cross major roads and rivers, or enter dense vegetation, or woodlands.
- 5.10.9.3 Trees, shrubs, grass, natural features and topsoil, which are not removed during the vegetation control operations shall be protected from damage. Disturbance of the surface of the earth shall only be allowed for access purposes.

5.11 GRASS CUTTING AND TREE FELLING

- 5.11.1 For tree felling, payment will be based on the Schedule of prices where the Contractor successfully applied the vegetation control measures and has achieved the standard of workmanship defined.
- 5.11.2 No payment will be made where control does not meet the standards of control specified.
- 5.11.3 For cutting of vegetation payment will be based on the Contractor's rate per m² as stated in the Schedule of quantities and prices
- 5.11.4 No payment will be made for rejected areas where control achieved does not meet the standards specified.
- 5.11.5 Payment of rejected areas will be withheld until prescribed standards of workmanship has been achieved.
- 5.11.6 Photograph of before and after the work commence with actual references of same area and date stamp on Photos must be submitted as proof with every invoice submitted.

5.12 WORK SUPERVISION AND PROTECTION ON SITE

5.12.1 The Contractor shall provide a Pest Control Operator (registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended) to supervise vegetation control works.

5.12.2 The Contractor shall also provide his/her own qualified flagmen for the protection of the work site (at least 3 flagmen per site) - with valid flagmen certificate's (as required by PRASA Rail)

5.12.3 Flagmen must be officially trained, evaluated, and certified competent, (TETA -ASSR 463972 (Accreditation no: TETA 1186) and Transnet 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for two (2) years only after, which re-testing and re-certification of competency will be required.

5.12.3 It is the responsibility of the contractor to provide security on site for equipment, material, and personnel for the duration of the contract.

5.13. RECTIFICATION OF SUB-STANDARD WORK

5.13.1. The contractor shall rectify all sub-standard work within five (5) days on his/her own cost.

5.13.2. The Project Manager or his/her delegated assistant will inspect all work done and payment will only be made for work that conforms with to the work specification.

5.13.3. Sub-standard work will not be paid.

5.14. PLANT, TOOLS, AND EQUIPMENT

5.14.1. The Contractor shall supply all plant, tools and equipment required for and during the

execution of the work.

5.14.2. All tools are to be in good working condition according to Act 85 of 1993.

5.14.3. The correct equipment shall be used e.g., brush cutters, chainsaws, knapsack sprayers.

5.14.4. The quality of all tools and equipment to be used shall be specifically pre-approved by PRASA Rail

5.14.5. The Contractor shall supply, maintain and operate all labour, equipment and materials associated with the work.

5.15. GENERAL

5.15.1. Should any damages been caused to any assets of PRASA Rail by the contractor during the execution of his/her duties, it will be recovered from the contractor's account.

5.15.2. These quantities must be recorded and signed by both parties in the triplicate site book provided by the contractor.

5.15.3. The original must be handed to the Project Manager or his/her delegated assistant, one copy will be for the contractors' records and the third to stay in the site book.

Where:

A = MVCD Minimum Vegetation Clearance Distance (Minimum Clearance to buildings, poles and structures, GNR.1593 of 12 August 1988: Electrical machinery regulations See annex D2)

B = Projected tree growth before next scheduled clearing

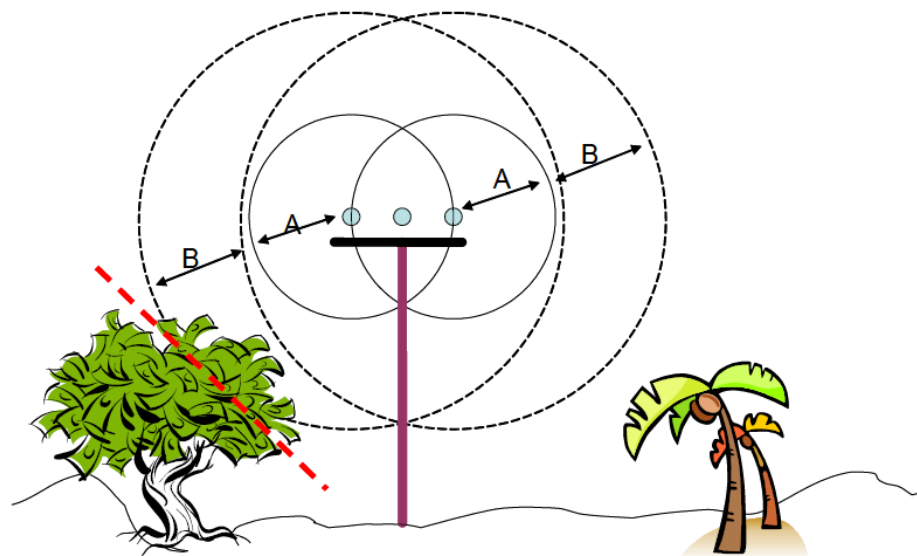


Figure 6: 3KV OHTE Lines, trimming should take place along dotted lines

5.16. CONTRACT AREA

- 5.16.1. The contract area will be within the PRASA Cauteng region North and South and West
- 5.16.2. PRASA will provide the Contractor with a preliminary working program.
- 5.16.3. The Project Manager or his/her delegated assistant will also arrange for a depot planning meeting one week in advance of site occupation and of any plant and machinery arriving on a particular site.
- 5.16.4. This meeting will involve all the local stakeholders and production aspects of all work required for the control of vegetation.
- 5.16.5. Meeting discussions will be recorded by means of the official meeting minutes.

5.17. HOURS OF WORK / OCCUPATION PERIOD

- 5.17.1. The site will be available to the contractor all the time where trains are not operational, and it will be of the contractor's discretion to utilize this time efficiently in order to finish work within the approved time frames.
- 5.17.2. Some work will take place on weekdays, Mondays to Fridays between 09h00 to 15h00 and weekends and public holidays from 06h00 to 17h00 where lines are operational.
- 5.17.3. Occupations between trains will be allowed for preparation and finalizing work relating to felling of trees close to the OHTE equipment.
- 5.17.4. The successful contractor will indicate the number of occupations required to successfully complete the contract.
- 5.17.5. The contractor shall conform to the duration of occupations as indicated by the notices and the Project Manager or his/her delegated assistant.
- 5.17.6. Occupation time used by the contractor more than the maximum specified occupation time will not be paid against overtime rates, unless:
- 5.17.7. The Project Manager or his/her delegated assistant agrees on it in writing prior the start of the occupation.

5.18. PROJECT SCHEDULE / PROGRAM

- 5.18.1. Bidders shall submit with their tender a detailed method statement and sequenced program of how they propose to execute the work.
- 5.18.2. This shall include details of a number and grades of staff, plant, tools, and equipment that he/she intends using for the duration of appointment.
- 5.18.3. On award of the tender the Contractor's first task under the contract shall be to agree with the Project Manager or his/her delegated assistant on the final work program to be followed and this must be done within 7 (seven) days from date of award.

5.19. DURATION OF CONTRACT

- 5.19.1. The Contractor shall be able to commence work within two (2) weeks once all necessary documentation and application for site occupation have been completed.
- 5.19.2. The Project Manager or his/her delegated assistant will issue the contractor with a written site access certificate to commence his/her work.
- 5.19.3. PRASA Rail reserves the right to extend the period if occupations are not granted as requested.
- 5.19.4. The Contract duration will be SIX (06) Months 'as and when' required.

5.20. ESTABLISHMENT OF PLANT AND MACHINERY ON SITE

- 5.20.1. The contractor shall deliver the plant and machinery, in operational condition with maintenance crew, operator crew labour and consumables (diesel, lubricants, etc.) to the initial place of work as directed by the Project Manager or his/her delegated assistant.
- 5.20.2. This time shall not be regarded as travelling time.

5.21. TO BE PROVIDED BY PRASA

5.21.1. PRASA Rail (in cooperation with the contractor) will arrange for the occupations during which the project will take place.

5.22. TO BE PROVIDED BY CONTRACTOR

5.22.1. The contractor shall in addition to what is stipulated in the Conditions of Contract, also supply the following:

5.22.2. The contractor to provide a site diary or instruction book (in triplicate form) to record any incidents or instructions as well as progress of the work done.

5.22.3. The contractor to provide a logbook or a daily works book (in triplicate form), where he/she shall record the number of personnel on site, trucks, machinery, and equipment used, and a detailed description of work carried out daily.

5.22.4. All equipment, tools, and labour that he/she shall need to successfully complete the project.

5.22.5. Neither of the books should be removed from the site without the permission of the Project Manager or his/her delegated assistant. The original copies of pages from both books shall be delivered to the Project Manager or his/her delegated assistant on a weekly basis.

5.22.6. The Contractor shall do a pre-inspection of work daily for the purpose of planning for each working activity.

5.22.7. The pre-inspection shall include determining the exact material required for each daily task as per the approved working program as well as determining other preparation aspects to be attended by PRASA Rail for the successful completion of each planned task.

5.22.8. The Contractor will have to ensure he/she is familiar with the specifications within this contract documents.

5.23. MEASUREMENT AND PAYMENT

5.23.1. Claims for payment will only be made monthly and successful invoices will be paid within 30 days of approval.

5.23.2. Any rejected or incomplete work will not be paid.

5.23.3. All rates in the schedule of quantities must be made per unit of measure as described under "Measurement and Payments clause.

5.23.4. The tendered rates must all be in South African Rand and VAT inclusive.

5.23.5. The rate quoted by the Tendered and accepted by PRASA Rail is subject to price adjustment in accordance with the formula described in 5.23.6 will be applied to allow for all increases or decreases in production costs of a product, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. The factor shall be rounded off to four decimal places.

5.23.6. The contract price adjustment factor shall be -

$$(a \frac{At}{Ao} + b \frac{Bt}{Bo} + c \frac{Ct}{Co} + d \frac{Dt}{Do} + e \frac{Et}{Eo} + . + . - 1)$$

5.23.7. *Ao, Bo, Co, Do, Eo, etc are respectively labour, machinery, material, energy, etc (production factors) indices ruling for the calendar month two (2) months prior to closing date of the tender.*

5.23.8 *At, Bt, Ct, Dt, Et, etc are respectively labour, machinery, material, energy, etc ruling for the calendar month two (2) months prior to the date of annual price adjustment.*

5.23.9 $a + b + c + d + e + . + . = 1$

5.23.10 The indices to be used shall be those for the Consumer Price Index, Production Price Index, SEIFSA as obtained from the monthly Statistical News Release published by STATS South Africa or SEIFSA.

5.23.11 *The Tenderer shall with his tender submit a breakdown of the production factors per product and the applicable index and relevant table in that index.*

5.23.12 Price shall be firm for the 6 months calculated from the date of tender. Price adjustment shall not be allowed.

5.23.13 Adjustments shall not be effective until accepted by PRASA.

- 5.23.14 **ITEM 1: VEGETATION CONTROL.** **Unit. Square Meter**
- 5.23.14.1 Payment will be based on the numbers of area treated and controlled successfully maintained at areas instructed by the Project Manager or his/her delegated assistant and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined.
- 5.23.14.2 Photographic evidence will be supplied in the form of a photograph of before work commence and after completion of work.
- 5.23.14.3 The photographs must have a clear date stamp on when it was taken as well as exact references to area with mast locations for identification.
- 5.23.14.4 No payment will be made for rejected work that does not conform with the required standard.
- 5.23.15 **ITEM 2: TREE FELLING.** **Unit: Each**
- 5.23.15.1 Payment will be based on the numbers of trees attended to at areas instructed by the Project Manager or his/her delegated assistant.
- 5.23.15.2 Photographic evidence will be supplied in the form of a photograph of before work commence and after completion of work.
- 5.23.15.3 The photographs must have a clear date stamp on when it was taken as well as exact references to area with mast locations for identification.
- 5.23.15.4 No payment will be made for rejected work that does not conform with the required standard.
- 5.23.16 **ITEM 3: CUTTING OF VELD GRASS** **Unit. Square Meter**
- 5.23.16.1 Payment will be based on the numbers of area treated and controlled successfully maintained at areas instructed by the Project Manager or his/her delegated assistant and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined.
- 5.23.16.2 Photographic evidence will be supplied in the form of a photograph of before work commence and after completion of work.
- 5.23.16.3 The photographs must have a clear date stamp on when it was taken as well as exact references to area with mast locations for identification.
- 5.23.16.4 No payment will be made for rejected work that does not conform with the required standard.

5.24. PAYMENT CERTIFICATE

- 5.24.1. On or after the assessment date, the Project Manager or his/her delegated assistant and the Contractor will together assess the quantities of the progress on each item in the Bill of Quantities.
- 5.24.2. The Contractor shall then submit a VAT invoice, a statement and supporting documents and proof of work done.
- 5.24.3. Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

5.25. PRICING OF THE WORKS

- 5.25.1. The contractor shall make provision for the costs (direct or otherwise) associated with works on, over or adjacent to railway lines.

5.26. PENALTIES

- 5.26.1. If the Contractor fails to complete the Services within the time stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.05% of the Contract Price per delayed Day per order, which shall be paid for every day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.
- 5.26.2. The imposition of such penalty shall not relieve the Contractor from his/her obligation to complete Services or from any of its obligations and liabilities under the Contract,
- 5.26.3. PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 5.26.1
- 5.26.4. The following penalties will be recovered from the Contractor for delays to PRASA train as described above:

5.26.4.1. Each train R2500,00 per hour or part thereof - maximum of R22 500,00 per day.

5.27. OVERALL STAFFING AND KEY PROFESSIONAL STAFF

5.27.1. PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

The appointed Contractor will be required to provide qualified and experienced professional staff with the following key professional expertise:

5.27.1.1 Pest Control operators with valid PCO certificates.

5.27.1.2 Railway – Flagman

5.27.1.3 Chainsaw operators with valid certificates

5.27.1.4 Brush cutter operators with valid certificates

5.27.2 PROFESSIONAL BODY REGISTRATION

5.27.2.1 Registrar Act 36 of 1947 (PCO REGISTRATION)

5.27.2.2 PEST CONTROL OFFICER

The desired minimum qualifications for the PCO are as follows:

- Pest Control Officer (PCO) certificates in industrial weed control
- Minimum of 3 years of post-professional experience.

5.27.2.3 RAILWAY – FLAGMAN

The desired minimum qualifications for the Railway – Flagman are as follows:

- Valid and recognised Railway – Flagman certificate.
- A minimum of 1 years' experience.

NB: A minimum of three qualified railway flagmen shall be deployed for each occupied section.

5.27.3 TEAM COMPOSITION

5.27.3.1 The Contractor shall ensure that he/she has a complete team's composition for any Vegetation control work.

5.27.3.2 No work shall commence before this Vegetation control teams is complete and arrangements for this team must be done prior to the commencement of the works to minimize delays.

5.27.3.3 The Vegetation control teams composition is comprised of the following:

5.27.3.3.1 Two chainsaw operators, for North Two chainsaw operators for South Two chainsaw operators for West total of (6 Chainsaw operators) for Gauteng

5.27.3.3.2 Three Flag men per team

5.27.3.3.3 Six(6) Brush cutter operators for North (6) Six Brush cutter operators for South Six(6) Brush cutter operators for West total of (18) Brush cutter operators for Gauteng

5.27.3.3.4 (4) Weed spraying personnel for North. (4) Weed spraying personnel for South. (4) Weed spraying personnel for West. (12) Total for Gauteng

5.27.3.3.5 Six general workers for Gauteng

5.27.3.4 The contractor shall provide a minimum of three fully staffed vegetation control teams for the duration of the contract, additional teams may be required as and when required.

5.27.3.5 The Contractor shall ensure that he/she have adequate teams deployed to complete the works as per the approved programme and timeframes.

5.28 APPLICABLE SPECIFICATIONS

5.28.1 The documents forming the contract are to be taken as complimentary to each other. In case of any discrepancy or inconsistency between contract documents, the order of precedence will be:

E7/2	Specification for Works on, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment
	PRASA SHE Specification

1947 (Act 36 of 1947).	Agricultural Remedies and Stock Remedies Act
SCSASAAZ9: Rev.0,	Clearing and maintenance of servitude routes
CO/P 015: Rev.0,	Servitude corridor bush clearing and maintenance procedure
CD/P 070	Pruning and cutting of trees near energized power lines
OPR 6204: Rev. 0	Operating regulations for high-voltage systems (ORHVS)