

**APPOINTMENT OF A CONTRACTOR TO  
PROVIDE THE GARDENING SERVICES  
FOR TRANSNET ENGINEERING  
(GERMISTON DIESEL LOCO'S &  
WAGONS, KATLEHONG, KARSENE  
WAGONS & LOCO'S, CITY DEEP LOCO'S  
AND CITY DEEP CONTAINERS) FOR 36  
MONTHS**

**REFERENCE No:** PEMM\_ASSET\_GMX\_SPEC\_012

**Date of release: August 2023**

The information contained herein is the sole property of Transnet Engineering. It may not be used, disclosed or reproduced in part or in whole in any manner, except with the written permission of and in a manner permitted by the proprietors.

# Table of Contents

---

Table of Contents...	2
Document Authorities .....	3
1. INTRODUCTION/ SPEC .....	4
2. SITE INSPECTION .....	4-6
3. INFORMATION REQUIRED .....	6
4. TECHNICAL REQUIREMENTS .....	6-7
5. SPECIFIC REQUIREMENTS .....	7 -14
6. REGISTRATION / AFFILIATION .....	14
7. OTHER INFORMATION RELATED TO THE SCOPE .....	15
8. HEALTH AND SAFETY REQUIREMENTS .....	15 - 17
9. GENERAL REQUIREMENTS .....	17
10. SITE ESTABLISHMENT .....	17
11. PENALTY CLAUSES .....	18
12. SCHEDULE 1. ....	18
13. ITEM PENALTY PER INCIDENT .....	18 – 19
14. SCHEDULE OF PRICES .....	20
15. ROUTINE CLEANING ACTIVITY SCHEDULE... ..	20
16. VERIFICATION OF COMPLIANCE TO SPECIFICATION .....	21
17. ERADICATION AND CONTROL OF INVASIVE ALIEN PLANTS ....	22-26
18. ENVIRONMENTAL SAFETY .....	27-31

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

### **Document Authorities**

Department	PEMM
Effective Date	August 2023
Compiled by	Phumla Nyikila
Designation	Assets Manager
Signature	
Review by	Hendrik Oosthuizen
Designation	Facility Superintendent
Signature	
Review by	Fhatuwani Khalushi
Designation	Risk Practitioner
Signature	
Approved by	Mpho Mashau
Designation	Facility Executive Manager
Signature	

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

## 1. INTRODUCTION / SCOPE OF WORK

This specification is for the:

#	TASK	REQUIRED
1	Design	
2	Manufacture	
3	Upgrade	
4	Gardening	✓
5	Supply of chemicals and equipment	✓
6	Installation	
7	Documentation	✓
	Alien Invasive Species eradication	✓
8	Testing	
9	Training	
10	Commissioning	

Of the specified:

#	ITEM	REQUIRED
1	Appointment of a contractor to provide the gardening services for 36 months or less at Transnet Engineering (GMX Diesel Loco's & Wagons, Katlehong Wagons, Kaserne Loco's and Wagons, City Deep Loco's & City Deep Containers.	✓

### **1.1 Scope of work**

- Provision of gardening services and eradication of invasive alien plants for 36 months or less at Transnet Engineering (TE) premises within the TE boundary, specific areas outside the TE boundary as well as specified areas that impact on the aesthetics of all TE buildings.
- Regular inspection of high-risk areas.
- Implementation of preventative measures.
- Usage of the comprehensive control measures.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

- Conformance with the Basic Conditions of Employment Act No. 75 of 1997, Government Gazette No 42986 of 31 January 2020 and all subsequent amendments.
- **Any omissions or sub-standard requirements of this specification must be brought to the attention of Transnet Engineering at tender stage.**
- **This specification states the minimum requirements relating to the project and in no way absolves the contractor from the responsibility for sound ethnic practice.**
- **All areas shall be serviced by the contractor, no site shall be left unkept.**

## **1.2 DEFINITIONS AND ABBREVIATIONS**

Client	Transnet Engineering
Technical	Project Manager, Transnet Engineering Officer
Contractor	Contractor appointed under this specification document
SABS	South African Bureau of Standards
SANS	South African National Standards

**Specification** means specification or description of TE's requirements for gardening services.

**Rubbish** means any waste material, refuse or litter such as garden waste, twigs, stems, tree branches, roots, papers, cardboard box, newspapers, plastic, disposable gloves, condoms, clothes, upholstery, disposable plates, disposable cups, food, natural and artificial hairs, etc.

CBA:	Critical Biodiversity Area
DFFE:	Department of Forestry, Fisheries and the Environment
ESA:	Ecological Support Area
GPS:	Global Positioning System
IAP:	Invasive Alien Plants
MU:	Management Unit
NEMBA:	National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)
NFEPA:	National Freshwater Ecosystem Priority Areas
RP:	Responsible Person
TE:	Transnet Engineering

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

### **Cluster 1 (GMX Maintenance depots)**

<b>Item no.</b>	<b>Depot (or site)</b>	<b>Required number of employees</b>
2.4.1	GMX Diesel Loco, Wagons Maintenance & Kathlehong, Kaserne Loco's & Wagons, City Deep Wagons, Loco's & Auxillary	9

<b>Item no.</b>	<b>Area</b>	<b>Number of Gardner's during week days (7h00 to 15h30)</b>
4.4.1	GMX Diesel Loco, Wagons Maintenance & Kathlehong	6
4.4.2	Kaserne Loco's & Wagons	2
4.4.3	City Deep Loco's & Auxiliary	2

## **2. INFORMATION REQUIRED**

2.1 Offers will not be considered unless full particulars and sufficient literature is provided at the tendering stage to enable the Transnet Engineering Technical Officers the opportunity to assess each technical offer properly.

2.2 Prospective Tenderers will complete the relevant questionnaire in full and must indicate whether their offer complies with each item of the specification.

2.3 Should there be insufficient space for furnishing full details; Tenderers shall provide the additional details in their covering letter. The additional details shall be numbered in accordance with the applicable clause specified in the specification.

2.4 As prospective Tenderers are considered to be experts in their field, they are obliged to identify any shortcomings, such as omissions or sub-standard requirements, to the completeness of this specification. These must be brought to the attention of Transnet \_\_\_\_\_

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

Engineering at tender stage with alternatives to address these shortcomings. However, each offer shall be quoted for separately.

### 3. TECHNICAL REQUIREMENTS

The following regulations, codes and standards must be complied with: -

- The Occupational Health and Safety Act – Act 85 of 1993.
- The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993).
- The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- The Hazardous substance Act (Act 15 of 1973).
- The Environmental Conservation Act (Act 73 of 1989).
- The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993).
- The National Regulator for Compulsory Specifications (NRCS) in South Africa (Act 5 of 2008).
- Basic Conditions of Employment Act No. 75 of 1997, Government Gazette No 42986 of 31 January 2020 and all subsequent amendments.
- The National Department of Health (DoH) Guidelines and Protocols as amended.
- World Health Organisation (WHO) Guidelines as amended.
- National Institute of Communicable Diseases (NICD) Protocols as amended.
- Department of Employment and Labour (DoEL) COVID-19 Directives as amended.
- National Environmental Management: Biodiversity Act 10 of 2004

3.1 Except where otherwise provided for in the specification, all equipment offered will comply with the requirements of the relevant standard specifications of the SABS / SANS.

3.2 Where equipment offered complies with the recognized standards of the country of manufacture and not specifically with the standards required by this specification, such equipment will be considered at the discretion of Management. In this case, tenders shall state fully all respects in which the equipment departs from the standard laid down in this specification.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

## 4. SPECIFIC REQUIREMENTS

**Any person with the intention of tendering for gardening services shall ensure that the information below is complied with. The requirements of gardening services specification are binding, the successful contractor shall not disassociate him or herself with the specification requirements.**

### 5.1 Services

- Gardening services at Transnet Engineering sites.
- The gardening services, equipment and chemicals shall be provided for 3 years.
- Use gardening products or chemicals that are environmentally friendly and conform to or allowed by Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) as amended and the

regulations relating thereto as published in Government Notice No. R1449 of 1 July 1983.

### 5.2 Operating Environment

- Outdoors and indoors.

### 5.3 Controls

The contractor shall comply with the contractor control documentation before starting work on site.

The contractor shall contact the Risk & Safety office and arrange with the Transnet Contracts Manager for SHE induction training and ensure that all his/her staff and new staff attend this training before he/she allows them to commence working inside Transnet Premises. This also applies to sub-contractors that may be used. The principal contractor is responsible for sub-contractors they use.

The Contractor shall comply with the Occupational Health and Safety Act 85 of 1993 and its regulations.

A competent, responsible employee of the contractor shall be present on site at all times (fulltime on-site manager) to manage day-to-day activities. This representative shall be able to prove possession and proficiency in the use of a cellular phone on which he/she may be contacted at all reasonable hours. He/she shall also be able to contact the owner in the event of an emergency or for the purpose of urgent reporting. He/she shall be proficient in English and be literate and able to communicate with Transnet Management when necessary. The responsible person will be required to be able to manage the staff of the

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_



contractor on site and ensure all Transnet requirements are met including submission of reports required by Transnet.

The Contractor shall provide a first aid box with applicable medical sundries for his/her staff. Contractor's staff is not accommodated by the Transnet clinic. In the event of an emergency the clinic will assist, and costs incurred will be for the account of the Contractor.

The Contractor shall have a trained first aider and a SHE representative trained in health and safety. At least 5% of total workforce shall be trained on first aid.

MSDS sheets of all chemicals used shall be provided by the Contractor to Transnet Management prior to commencement of this contract. The contents of such MSDS's shall be explained to the contract staff. It shall be in the prescribed 16-point format and a copy shall be kept by the contractor's responsible person on site.

It is the contractor's responsibility to provide the appropriate safety wear/equipment to his employees.

#### **5.4 The following lists the recommended personal protective equipment (PPE) to be used (if necessary):**

- Goggles/Face shields
- Nuisance Dust masks
- Appropriate respirators for chemicals
- Hearing Protection
- Sun Hats
- Sunscreen
- Overalls
- Steel toecap gum boots/safety boots & socks
- Aprons (full length)
- Gloves
- Rain gear

The contractor shall hold monthly safety meetings with staff and records of minutes shall be kept on file on site.

The Contractor shall be available for monthly meetings with Transnet Management. A schedule for these meetings may be agreed upon.

#### **5.5 Equipment and facilities**

The contractor shall provide material safety data sheets for chemicals that are used.

Facilities provided by Transnet for Contractor staff shall be kept clean by the contractor staff.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor shall indicate the number of staff that will be on site for timeous arrangement of ablution facilities – indicate the number of males and females.

The contractor is responsible for providing all the necessary hoses, sprinklers, fitting, fuel, pesticides etc. to carry out the service requested.

The contractor must make provisions for storing petrol / diesel and pesticides accordingly on site according to specifications for a chemical store in terms of the Occupational Health and Safety Act 85 of 1993. Transnet will not be responsible to make provision for such.

Petrol and pesticides will not be stored on site without a compliant storage facility.

The contractor must provide material safety data sheets for chemicals that are used. Facilities provided by Transnet for Contractor staff must be kept clean by the contractor staff.

Contractor must indicate the number of staff that will be on site for timeous arrangement of ablution facilities – indicate the number of males and females.

## 5.6 Maintenance of lawns and field areas

### 5.6.1 Mowing, gardening, brush cutting

#### 5.6.1.1 Lawns

All established lawns areas to be mowed a minimum of once per week in summer (October to March). During the months of May, June, July, August and September lawns shall be cut as and when required to maintain an aesthetic standard.

The height of the lawn must always be at a maximum of 3mm in height. Inconsistent and uneven mowing shall be avoided.

All debris is to be removed prior to mowing of lawns.

**All grass cuttings shall be removed from site after mowing or disposed of in a designated skip supplied by the contractor and removed weekly.**

If any lawn area appears shaved and uneven due to incorrect cutting, then the contractor will be responsible to degrade the area to the correct levels.

No edges are to be cut using a spade. Only edge trimmers or shears may be used.

If any doubt as to which is established Lawn Areas at any stage of the contract, the Transnet Controlling Representative will decide/confirm.

If flowers / plants have multiplied, the contractor shall relocate the extra flowers / flower to areas where TE requires them to be planted.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

### 5.6.2 Railway Lines and Boundary Fences

All rail lines including ballast must be free of weed and grass at all times.

The required method is to cut all weed and grass with a bush cutter.

In addition to the above, weed and grass may be controlled by utilizing herbicides. In this event the contractor must ensure that the correct type of herbicide is used that will not promote soil erosion or negatively impact on the safety of people.

Material Safety Data sheets (MSDS) are to be submitted for the chemicals used in keeping the rails weed and grass free.

Reflector vests to be worn when working in the shunting yard.

Permission to be obtained from the Yard Master prior to entering the shunting yard.

Grass and weed in the shunting yard are to be cut to a height of 3mm and always maintained at that height.

Grass and weed between separate railway lines are to be cut and treated as lawn and maintained at that height at all times.

### 5.6.3 Maintenance of shrubs, groundcover, manicured and fountain areas

Care must be taken to avoid damage to plants and plant roots during the maintenance.

The contractor is to remove extraneous material brought to the surface.

#### 5.6.3.1 Pruning

General pruning is to be carried out throughout the year.

Ground covers are to be cut back from bed edges and kerbs and shrubs pruned as and when necessary.

Judiciously remove dead and excessive material, in particular the dead flowers and leaves.

Care shall be taken to ensure that ground covers and climbers do not grow into or onto adjacent shrubs and trees.

**All rubbish generated during pruning is to be removed from site at the end of each day and loaded into a dedicated skip provided by the contractor and must be removed weekly.**

#### 5.6.3.2 Watering

All areas of shrubs, ground covers, perennial, manicured and fountain areas are to receive a minimum of 5mm/month water during winter.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

If restrictions are enforced, the contractor is to apply as much water as and when allowed.

The contractor is responsible for providing all the necessary hoses, sprinklers and fittings to carry out the above.

The indoor and outdoor plants shall be watered accordingly.

## **5.7 Maintenance of trees**

### **Inside of the boundary fence**

All dry branches and stems of trees to be trimmed and cleared.

All beds around trees to be neatly maintained.

Edging rules apply.

All fallen trees to be cut and removed from site.

Remove all debris from these beds.

Soil to be always turned and kept neat.

Cut unwanted trees inline with the Alien invasive plants control plan.

The tree branches, stems and roots that encroach on infrastructure (rail vehicles, buildings, perway, fences, roads, paving, park homes, containers, storage areas, etc.) shall be cut and all the time the 1.5m clearance to be maintained, i.e., tree branches, stems and roots have to be 1.5m clear from infrastructure.

If 1.5m clearance is not possible to achieve without completely removing the tree, stems and branches shall be managed to prevent damage to infrastructure.

## **5.8 Outside of the boundary fence - where applicable**

These trees must be pruned (when applicable) to avoid scratching of rail vehicles on the railway lines.

The contractor shall cut grass / trees / vegetation inside the fence (in the yards) and 1.5m outside of every boundary fence.

## **5.9 Maintenance of paving's, parking bays, driveways and roads weeds and sweeping**

All paving and tarmac to be kept weed free at all times. This will involve both hand weeding and the careful application of approved and selected herbicides.

It is the contractor's responsibility to ensure that the herbicides are applied without damage to any of the surroundings.

Application of the above is to be carried out fully in accordance with the manufacturer's specification by a competent person, using the correct protective gear.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

Any damage caused to the paving or planting as a result of the above work is to be repaired by the contractor at his/her cost.

All paving, parking bays drive ways, paths, roads and other surfacing will be swept regularly in order to ensure a leaf and litter free environment at all times.

## **5.10 Leaves, garden refuse and all kinds of litter removal – applicable to all areas general**

The contractor shall be responsible for the removal of the day-to-day refuse accumulated during the maintenance process.

All refuse generated is to be removed from garden areas at the end of each day (Weekdays).

The contractor shall not to leave stockpiles of leaves, grass clippings And other refuse overnight. All organic refuse is to be loaded into a designated skip provided by the contractor and removed on a weekly basis.

All roads, pathways, parking areas, grass/ground cover, gardens and fields are to be kept swept and clean of litter, leaves, grass and weeds.

### **5.11 General litter and rubbish – applicable to all areas**

The contractor is responsible for the day-to-day collection of garden related rubbish on the site and the placement thereof in waste bins.

All rubbish (including papers, cans, cigarette butts, tissues, toilet papers, leaves, cans, plastic containers, plastic bags, clothes, disposable plates, disposable containers, disposable cups, straws, food, screws, nuts, bolts, scrap metal, etc.), which accumulate on site from whatever source, shall be removed to the bins or skips provided.

The contractor shall not be responsible for the removal of rubble from another Contractor or Sub-contractor.

The contractor is not permitted to dump the garden refuse into the bins or skips provided for general refuse/scrap metal by Transnet Engineering.

Special bins/bags to remove the garden refuse shall be provided by the contractor.

The contractor will be responsible to ensure that all areas are kept clean and that the litter is removed daily Monday through to Friday.

### **5.12 Weed control – applicable to all areas**

All areas will be always kept free of weeds. Constant checking and eradication of weeds is to be undertaken.

Hand weeding is to be carried out on a regular basis, and all root growth will be removed.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

No spraying will be undertaken in narrow lawn areas where desirable plants may be damaged. Herbicides are to be applied in accordance with the manufacturer specifications and the application to be carried out by a competent person wearing the correct protective clothing.

Herbicides must be environmentally friendly.

The Contractor must supply proof that the products used are registered with the Department of Agriculture for industrial and non-agricultural weed control.

The Contractor must provide a registration certificate in accordance with Fertilizers, Farm feeds, Agricultural remedies and stock remedies Act 36 of 1947.

In the event that the contractor is required to carry out weed control using chemicals and is not registered in terms of Act 36 of 1947, the contractor must produce details of a suitably qualified person who will undertake this work on their behalf before the commencement of this contract.

All roads, kerbs, stelcon blocks, paving, sidewalks, and areas against buildings to be kept weed free by spraying weed killer. Weeds control all around the parking area, braai areas, walkways leading to ablution facilities, etc.

### **5.13 Site walk and inspection.**

This is to be carried out weekly for the first 3 months and then at least monthly for the consecutive months, by a senior representative of the contractor together with a representative from Maintenance Plant, Equipment and Machinery Maintenance (PEMM).

### **5.14 GMX Main Plant**

The contractor shall cut the grass on both sides of the road from the depot to the effluent treatment plant.

The grass shall be cut from either end of the road to 1m length. All trees encroaching to the road shall be trimmed.

The contractor shall also clean at the effluent treatment area.

### **5.15 Scrap metal dumping sites**

The contractor shall cut the grass, overgrown vegetation, and tree branches. The dumping sites shall be included. The balloon gate shall be covered. The area from the gate outside bay 52 to TE shunting yard shall be serviced.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

## **5.16 Reporting**

At completion of each visit, the pest control officer shall report to the Assets Manager or his/ her representative.

## **6. REGISTRATION / AFFILIATION**

The service provider shall be registered in terms of Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) as amended and the regulations relating thereto as published in Government Notice No. R1449 of 1 July 1983.

The certified copy of registration certificate shall be attached in the tender/bid document.

Certificate of Horticulture or any related certificate for Alien invasive species will be required.

## **7. OTHER INFORMATION RELATED TO THE SCOPE**

**7.1** This specification states the minimum requirements relating to the work and in no way absolve the contractor from responsibility for ethical practice. Any omissions or sub-standard requirements of this specification must be brought to the attention of Transnet. Engineering at tender stage and optional prices for addressing such omissions must be provided.

**7.2** Any matter relating to this work, which requires a decision from Transnet Engineering shall be presented to the Manager in charge.

**7.3** All offers shall be completed in every respect with this specification. Only completed tenders shall be considered.

**7.4** The Technical Officer reserves the right to have the proposal checked independently by a third party.

**7.5** Tenders must allow for monthly progress and clarification meetings on site initially and after commissioning for defect meetings when required.

A meeting will be held after issuing of the tender to establish the exact scope and magnitude of the contract. No tender will be considered unless it has this Certificate signed by the Engineer or his representative.

## **8. HEALTH AND SAFETY REQUIREMENTS**

**8.1** All Contractor undertakings and activities including their plant and equipment.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_



Equipment and installation whether detailed in this specification or not shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended and all other applicable legislation including specific set of regulations and local authority bylaws where applicable.

- 8.2** All Personal protective equipment shall be issued free of charge by the contractor (employer as stipulated in the Occupational Health and Safety Act 85 of 1993. The equipment provided by the contractor in order to execute activities shall comply with applicable legislation as stipulated in the different sets of regulations.

### **8.3 SHE SPECIFICATION**

Prior to commencement of contract, the contractor shall be issued with a SHE Specification in order to compile a SHE file in line with TE requirements.

Prior to establishing on site, it is an explicit requirement of this contract that all of the Contractor's personnel directly involved with this contract, including those of sub-contractors, are declared medically fit by the Occupational Health / medical Practitioner before commencement of duty and also attend a **Safety induction course**. Transnet will provide the course free of charge and attendance is compulsory for all personnel under the control of the Contractor who, during the duration of the contract, will be present on site whether on a full time or adhoc basis.

The contractor must allow for all additional charges regarding the SHE Spec requirements as no claims for extras will be accepted in connection with the foregoing.

### **8.4 As part of the legislative and TE SHE requirements.**

All Contractors entering into a contract with Transnet Engineering must have a valid letter of good standing as Transnet will not enter into any contract with a contractor who is not in good standing as per COIDA requirements.

Should a principal contractor seek the services of a sub-contractor it is a requirement that the Sub-Contractor be subjected to the same legislative provisions as the main / principal contractor (SHE file with medicals, induction etc.). Appointments of Sub-contractors by Principal Contractors shall be done in writing and there shall be a Section 37(2) agreement between principal contractors and all its sub-contractors including the sub-contractors and their sub-contractors. It is the duty of the main contractor to ensure that all its sub-contractors comply with all applicable legislation and TE SHE specification. TE will however carryout

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_



random inspection to ensure compliance and that the rule of law is upheld in this regard. In instances where it isn't TE shall issue out NCRs SHE Stop certificates and penalties to the principal contractors.

### 8.5 Requirements for the disinfectant chemical:

- a) Must be a disinfectant with proven activity against enveloped viruses to minimize the risk of transmission for SARS-CoV-2.
- b) Must contain any of the following as an active ingredient which have been approved by the World Health Organization (WHO), and Centers for Disease Control and Prevention (CDC):
  - Chlorine-containing disinfectant, peroxyacetic acid and chloroform except for chlorhexidine.
  - 70 % Alcohol recommended
  - Hydrogen Peroxide
  - Phenolic compounds
  - Quaternary ammonium compounds
  - And any other chemical that is listed under **List N** of the approved chemicals under the **Department of Forestry, Fisheries and Environment. (DFFE)**
- c) Must be adequately diluted to actively work against the virus and any other micro-organisms on porous and non-porous surfaces.
- d) Must be completely safe to use on any surface including soft furnishings, sensitive electronic and electrical equipment.
- e) Must not cause any harm to humans, animals, or plants.
- f) Must provide for the elimination of bacteria, germs, and viruses.

## 9. GENERAL REQUIREMENTS

Operation will be in the following conditions:

Altitude	
Ambient temperature	0°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline

**9.1** Tenderers shall indicate clause-by-clause either that they comply in every respect with the specific requirements, or if not, exactly how it differs.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

## 10. SITE ESTABLISHMENT

- 10.1** The contractor shall be solely responsible for safety of his staff and for providing security to safeguard his works and material on site, until such a time.
- 10.2** The contractor shall be required to attend site meetings when convened by the Project Leader controlling the contract.
- 10.3** The contractor will be responsible for any damages caused by his staff to the building and civil works on site.

## 11. PENALTY CLAUSES

- 11.1** Due to the criticality of this contract, penalties will be levied for non-conformances. For further details on clause 13, **See schedule 1.**

## 12. SCHEDULE 1

### 12.1 PENALTIES:

- 12.1.1 Should the performance of the contractor fall below the required standards, and the contractor fails to take elementary precautions to avoid losses for poor services, then the contractor will be penalized accordingly.
- 12.1.2 The following penalties shall apply which shall be deducted by the client from the fees payable to the contractor.

### 13. ITEM PENALTY PER INCIDENT

Identity discs/cards not available.	R50, 00 per worker
Uniform/PPE clothing not provided or in a deteriorating condition.	R1000,00 per worker
Gardening chemicals not available in order that gardening service functions can be performed.	R1000,00 per incident
SHE monthly meeting minutes not submitted	R500,00 per quarter
No daily visits from the Manager to the various sites awarded to the Contractor.	R1 000,00 per day
No weekly visit by the Contractor to the various sites awarded to the Contract	R 500,00 per week
Meeting not attended by the Contractor and supervisor monthly.	R 500, 00 per month

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

Failure by the gardening personnel to complete the daily register (sign on duty and off duty). R 100, 00 per incident

Failure to perform scheduled work as per agreed Intervals. R 250, 00 per incident.

Violation of TE SHEQ specification and SHE legal requirements R500.00 per incident

**Failure to carry out any activity of gardening service as listed on clause 5. (specific requirements) R1000.00 Per day**

**13.1** TE will not pay for any cleaning service personnel, uniforms, Protective clothing or cleaning equipment that have been tendered/quoted for and charged for by the Contractor, but have not been provided by the Contractor. In the event that TE has already paid in advance, it (the client) shall be entitled to deduct the charges for these items from any subsequent payment that it makes to the Contractor.

**13.2** Rates tendered for shall be based on a monthly charge per site (tender item) and must include all costs such as labor costs, uniform, transport, chemicals, UIF and any other costs for which the Contractor is responsible for in terms of legislation.

**13.3** Penalty payable by the Contractor for losses as a result of assets or goods having been lost or stolen at a particular site shall be 100% (Hundred percent) of the current value (as at the date of the loss) of TE's or thirds party's assets or goods that are missing from the site.

**13.4** The determination of the current value of the assets or goods shall Be undertaken by the Value of TE, shall be done on an objectively ascertainable basis and shall be final and binding.

**13.5** The penalties shall be deducted on a monthly basis, from any amounts owing to the contractor. Notwithstanding any other provisions of this Agreement, the penalty deduction shall be limited to a maximum of 50% (Fifty percent) of the monthly fee payable to the Contractor in respect of any particular site.

**13.6** TE shall be entitled to recover damages from the Contractor in lieu of the penalties mentioned above.

**13.7** Persistent poor performance, and/or accumulation of penalties by the contractor, including violation of uniform or dress code shall be viewed in a

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_



serious light by the client and can serve as a basis for termination of this agreement.

- 13.8 Action Plan:** Where a Contractor has received a non-conformance report, an action plan must be submitted to TE immediately. Where the Contractor fails to comply with this, it will be regarded as a breach of the agreement the Client thereof may terminate the contract.

#### 14. ROUTINE CLEANING ACTIVITY SCHEDULE

<b>CLEANING OUTDOORS:</b>	<b>Frequency</b>
<b>Roads and Sidewalks:</b>	
14.1 Sweep/blow dust, leaves, papers and papers roads, parking area and sidewalks.	Daily
14.2 Sweep pavement outside boundary fence, rubbish will not be swept onto the road but must be removed.	Daily
14.3 Pickup and remove all litter in above areas.	Daily
14.4 Scrub above areas.	Where Applicable
14.5 Damp wipe building name, information, emergency, and route signs.	Weekly
14.6 Remove all graffiti.	Where applicable
14.7 Clean all storm water drains by removing all litter, sand etc.	Daily
14.8 Damp wipe motor vehicle access control equipment.	Weekly
<b>Garden areas:</b>	
14.9 Sweep footpaths.	Daily
14.10 Pick up and remove all litter.	Daily
14.11 Clean all storm water drains by removing all litter, sand etc.	Daily
14.12 Damp wipe building name, information, emergency, and route signs.	Monthly
14.13 Dust and or damp wipe garden furniture.	Daily
14.14 Treat Garden furniture.	Monthly
14.16 Dust and or damp wipe garden light fittings.	Weekly
14.17 Clean and damp wipe ashtrays.	16 x Daily
14.18 Dust air-conditioning units on ground and first floor level.	Monthly
14.19 Damp wipe air-conditioning units on ground level.	Quarterly

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

**15. ITS IS MANDATORY FOR ALL THE SUPPLIERS/BIDDERS TO COMPLETE THIS FORM, AN INCOMPLETE FORM WILL RESULT IN DISQUALIFICATION.**

No.	Heading/Subsection	Comply			Comment
		Yes	No	N/A	
1.	Introduction / Scope of work				
2.	Site inspection				
4.	Technical requirements				
5.	<b>Specific requirements</b>				
5.1	Services				
5.2	Operating environment				
5.3	Controls				
5.4	PPE list				
5.5	Equipment and facilities				
5.6	Maintenance of lawns and field areas				
5.6.1	Mowing, gardening and brush cutting				
5.7	Maintenance of trees and Alien Species				
5.8	Outside of boundary fence				
5.9	Maintenance of paving's, park bays, driveways, and roads.				
5.10	Leaves, garden refuse				
5.11	General litter and rubbish				
5.12	Weed control				

5.13	Site walk and inspection				
5.14	Reporting				
6.	Affiliation / Registration				
7.	Health and safety requirements				
8.	<b>Schedule1</b>				
•	Understanding of the required services				
•	Understanding of the responsibilities				
•	Quality control and quality assurance methods				
•	Management structure for the contract				

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

## 16. Eradication and Control of Invasive Alien Plants

The Germiston contains significant Invasive Alien Plant (IAP) infestations which need to be eradicated as soon as possible to prevent further infestations on site. As well as prevent the spread of Invasive Alien Plants (IAPs) to surrounding areas.

NEMBA listed invasive species are planted in the cultivated areas (gardens) around the site (as ornamental plants), mostly consisting of *Acer negundo*, *Callistemon viminalis*, *Celtis australis*, *Ligustrum japonicum*, *Ligustrum lucidum*, *Melia azedarach*, *Morus alba* and *Tipuana tipu* just to name a few. A more detailed document will be made available to the appointed contractor.

### 16.1 Priority Control Areas

Each management unit has been divided into Priority Control Areas (Low, Medium or High) A description of the priority control area rating and the main control objective is given in the table below. Priority control areas are detailed below.

#### Priority Control Area rating description

Priority Control Rating	Description	Key Objective
Low	Area has a low risk of invading adjacent areas, low risk of causing increased transformation resulting in a significant impact to	Annual Monitoring, removal of seedlings and herbaceous weeds
	any key biodiversity assets	if necessary

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Medium</b>	Area holds a medium risk of invading adjacent areas, medium risk of causing increased transformation, medium risk of resulting in a significant impact to any key biodiversity assets	Initial removal/treatment of individual and small clumps. Annual monitoring thereafter, and removal of seedlings and resprouters if required.
<b>High</b>	Area holds a high risk of invading adjacent areas and may cause complete transformation if control measures are not applied. A possibility of significant impacts to key biodiversity assets occurs.	Initial removal/treatment of IAP patches. Follow-up removal within six months. Bi-annual monitoring thereafter and removal/treatment of seedlings and resprouters until IAP infestation is under control. Annual assessments and continuous removal thereafter.

## 16.2 Targets and Timelines

It is vital for the successful implementation of the Monitoring, Control and Eradication Plan that clear, concise, measurable targets and timelines are set. These targets and timelines will be used to evaluate the efficacy and progress of IAP control activities. The IAP control goals have been set according to the SMART management protocol as described in the table below.

### SMART Management Protocol (Department of Forestry Fisheries and the Environment, 2015)

SMART Protocol	Description
<b>Specific</b>	The nature and level of the performance required must be clearly identified.
<b>Measurable</b>	The indicators chosen must be meaningful, easily understood and measurable
<b>Assignable</b>	Who will carry out the actions?

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Realistic</b>	What can realistically be achieved, given the available resources?
<b>Time-Bound</b>	The timeframe for the achievement of goals must be clear

The SMART goals have been set according to the species prioritization level. The goals related to each species prioritization level are listed in the Table below.

### Goals for the control of IAPs in Germiston Centre

Species Prioritization	Specific Goal	Measurable Goal	Assignabl eGoal	Realisti cGoal	Time-bound Goal
HIGH	Eliminate individuals from the site <sup>3</sup> and immediate removal and disposal of seedlings and resprouters thereafter on a continuous basis.	Area immediately cleared of population/ individuals. Early detection surveys conducted quarterly for the first year and bi-annually thereafter (refer to	Work to be conducted by experienced personnel/ contractor.	Budget secured at the onset of the project to ensure removal and disposal of population/ individuals within the	Individuals prioritized for removal by end of year 1. Annual surveys thereafter. Seedlings and resprouters eliminated by end of year 5.
		Table 54).		time-bound goal.	
MEDIUM	Eliminate existing population from site and removal and disposal of seedlings and resprouters thereafter on a continuous basis.	Area systematically cleared of individuals within the first six months. Early detection surveys conducted bi-annually.	Work to be conducted by experienced personnel/ contractor.	Budget secured to ensure removal and disposal of population/ individuals within the	Individuals removed by end of year 1. Annual surveys thereafter. Immediate removal of any seedlings observed.
Species Prioritization	Specific Goal	Measurable Goal	Assignabl eGoal	Realisti cGoal	Time-bound Goal
				time-bound goal.	

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_



LOW	Cultivated IAPs typically will not require removal unless spreading is observed. Removal of seedlings within first season of arrival.	Early detection surveys for seedlings bi-annually and immediate removal of establishing plants prior to plant flowering.	Work to be conducted by experienced personnel/contractor.	Budget secured to ensure removal and disposal of population / individuals within the time-bound goal.	Immediate removal of any individuals/seedlings observed prior to plant flowering.
-----	---	--	---	---	---

## 17. Environmental Safety

Most alien vegetation control operations are carried out in situations which are regarded as environmentally sensitive. In order to minimize the impact of the operation on the natural environment the following must be observed:

- Area contamination must be minimized by careful accurate application with a minimum amount of herbicide to achieve good control.
- All care must be taken to prevent contamination of any water bodies. This includes due care in storage, application, cleaning equipment and disposal of containers, product and spray mixtures.
- Equipment should be washed where there is no danger of contaminating water sources and washings carefully disposed of in a suitable site.
- To avoid damage to indigenous or other desirable vegetation, product should be selected that will have the least effect on non-target vegetation.
- Coarse droplet nozzles should be fitted to avoid drift onto neighboring vegetation, e.g. TG-1 or equivalent.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

# Kaserne Diesel Depot



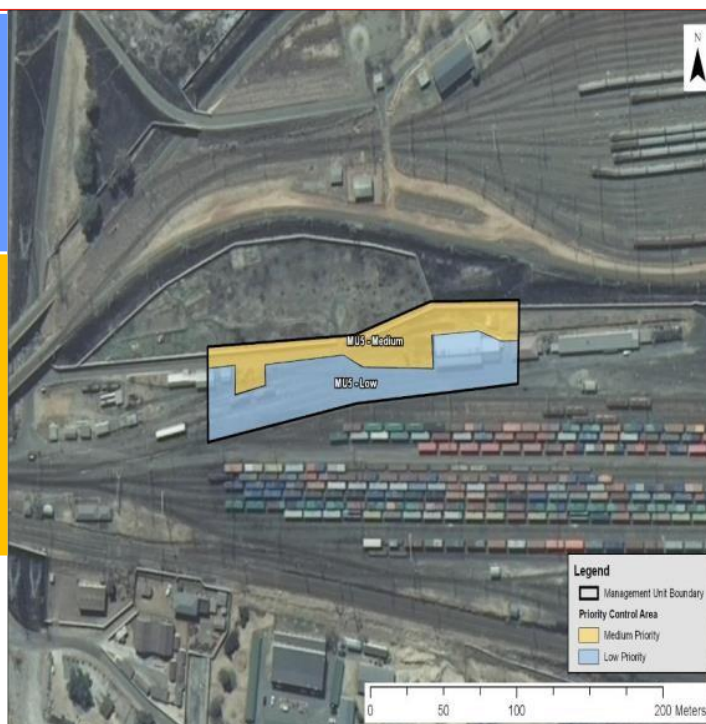
The depot was sparsely vegetated with only a few listed IAPs present. This is likely due to the regular management of vegetation within the railways and natural areas which is frequently cleared.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

## Kaserne Diesel Depot (MU5);

- The area largely consists of railway lines and associated infrastructure;
  - Remaining land consists largely of cultivated/managed gardens and grassed areas; and
  - No evidence of seedlings/spreading of cultivated IAPs are present.
- Sparse infestations of *Araujia serifera*, and *Datura stramonium* amongst others are present along the northern perimeter of all the railroads as well as surrounding infrastructure;
  - Area located approximately 220 m from a Ecological Support Area and
  - Moderate level of disturbance within the area.



Strictly private and confidential

18

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_



## City Deep Electrical & Ports Depots

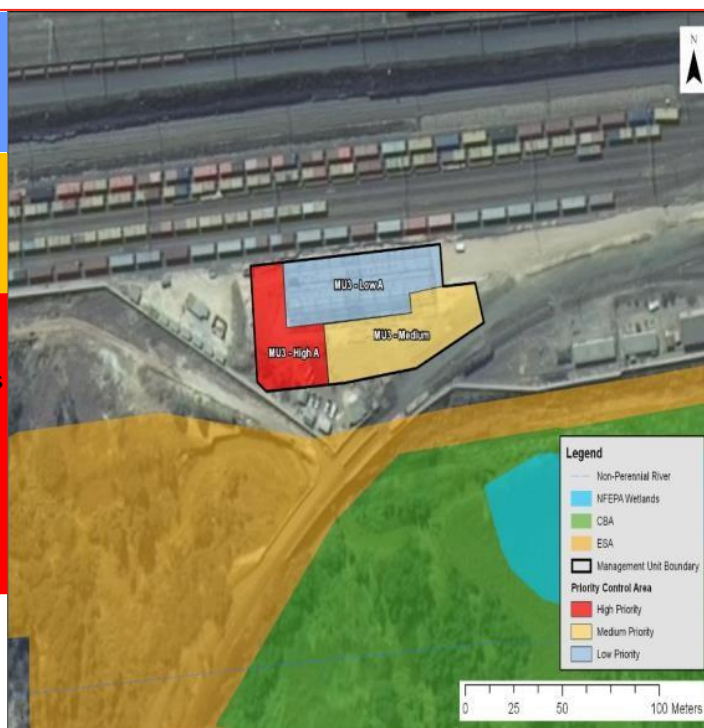


Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

## City Deep Electrical & Ports Depots (MU3)

- The area consists of buildings, roads and parking areas; and
- Relatively low risk of emergence of IAP infestation.
- Low to zero level of IAP species present
- Critical Biodiversity Area (CBA) located directly adjacent and adjacent to a natural wetland
- Very little vegetation on the site, however no indigenous vegetation present, only IAP species, including high risk invader species (specifically within wetlands and aquatic environments) such as *Cortaderia sp*
- Located directly adjacent to a natural wetland; and
- Regular disturbance evident within the area.



Strictly private and confidential

16

## List of depots and depots addresses/ GPS coordinates

Location/Depot	GPS Location/ Co ordinates
GMX Maintenance Diesel Locomotives and Wagons	Keswick & Stores road
Karsene Locomotive and Wagons	14 Chilvers St, Denver
City deep Locomotive and Containers	Cnr Bonsmara rd & Houer Street

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_