

**ANNEXURE “A”**

**RFP NUMBER KDS80E1888**

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE IN THE  
ERMELO DISTRICT  
FOR A PERIOD OF TWO YEARS**

**PROJECT SPECIFICATIONS**

**PART A: GENERAL CONDITIONS**

THE BURNING OF FIREBREAKS IN THE RAIL RESERVE

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A1 SCOPE OF WORK

This contract covers the burning of firebreaks in the rail reserve and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract documents.

A2 PROJECT MANAGER

For the purpose of this contract Project Manager means the Depot Engineer (Infrastructure) Ermelo or any person lawfully acting in that capacity.

A3 COMPLETION OF WORK

Freight Rail requires that the works be completed by 31<sup>st</sup> July of each year where-after conditions for firebreaks become unfavorable and **NO FIRE BURNING PERMIT** will be granted by the authorities.

A4 CONTRACT PRICE ADJUSTMENT FACTOR

No contract price adjustment factor will be applicable for this contract and the Contractor must allow in his tendered rates for any increase in labour, plant, material and diesel.

A5 INSURANCE OF WORKS

Freight Rail will make his own arrangements for insurance of the Works by means of Principle Controlled Insurance (P.C.I.) which includes the Contractor as an insured party.

A6 MACHINERY AND OCCUPATIONAL SAFETY ACT 1993 (ACT 85 OF 1993)

The Contractor shall be regarded as the employer as defined in Section 1 (1) of Act 85 of 1993 (Machinery and Occupational Safety Act) and shall be responsible for ensuring that the requirements of the Act and the regulation are implemented on the work site.

Also refer to E7/1. Specification and work adjacent to live lines.

A7 SAFETY

A7.1 The Contractor shall ensure that all his staff are adequately trained in their duties and are made aware of any dangers. The Contractor shall take all necessary precautionary measures to ensure the safety of his staff.

A7.2 Any injury to Contractor staff is the responsibility of the Contractor. Staff members shall be trained in the necessary procedures and to assist in the event of injury.

A7.3 The Contractor and his personnel shall at all times wear reflective vests (similar to those used by Freight Rail) while working on Freight Rail premises or in any rail reserve according to Freight Rail's "Directive and procedures for issuing and wearing of reflective vests within service delivery zones" (Document Ref. No. CIR / OD / 0261 of 1 November 2004) and the reflective vests will be supplied by the Contractor during the course of this contract to his personnel.

- A7.4 Before any Contractor will be allowed to perform any work on Freight Rail's premises or in any rail reserve, all staff shall complete a safety induction course as well as an electrical awareness course presented by FREIGHT RAIL at the start of the first working day of the contract and **no site access certificate** will be issued to a Contractor without proof of attending this induction courses. All vehicles, plant and equipment shall also be available that day for inspection, to ensure that they are to requirements and in good working order.

Freight Rail requires the submission of a complete **Safety Case** from the Contractor regarding all safety aspects before the adjudication of any tender. (See Clause B6.7.3 for a list of all emergency services to be included in Safety Case).

## A8 SITE FACILITIES

- A8.1 All accommodation shall be supplied by the Contractor. Sites for parking caravans, etc. on Freight Rail property may be made available to the Contractor.
- A8.2 The Contractor shall make his own arrangements for the supply of water and electricity for domestic and construction purposes.
- A8.3 The Contractor may make use of all available Transnet water supplies.
- A8.4 The Contractor shall, at his cost, make arrangements for connections to existing water and electricity supplies where available. A continuous supply of water or electricity cannot be guaranteed.
- A8.5 The Contractor shall supply toilets for the use of his personnel.

## A9. VALUE-ADDED TAX:

- A9.1 Value-added tax in terms of the value-added tax Act no. 89 of 1991 shall not be included in the tendered rates. Provision is made in the Schedule of Quantities/Summary of prices for the lump sum addition of value-added tax.

## A9.2. PAYMENT:

- A9.2.1 Value-added tax shall be reflected on monthly contract payment certificates.
- A9.2.2 Payment will be made according to the Standard terms and conditions of contract (Form US7) for payment of a claim for completed and accepted work. Deductions will be made from next claim for re-work. Monthly measurements will be done from the 1<sup>st</sup> to the last day of each calendar month.
- A9.2.3 If the Project Manager did not issue a written instruction, no payment for additional work, overtime or alteration will be made.
- A9.2.4 A deductible or excess of R25 000.00 ( Twenty five thousand Rand ) per occurrence will be withheld from any payment if any claim of any damage and / or any incident with potential damage occurred during a calendar month. (See Clause B7.1)

## A10 CO-OPERATION WITH OTHER PARTIES

Departments of Transnet and other contractors will be working in the confines of the contract work site and in the general area surrounding it during the course of the contract.

The Contract shall make reasonable allowance in all tendered rates for the necessity to interface with the activities of other contractors and Transnet and to allow for access at all times for use by other parties unless otherwise agreed by the Engineer.

## A11 FUEL

No petrol or other fuels shall be supplied by Freight Rail.

## A12 COMPETENCE OF CONTRACTOR.

The contractor shall give proof of previous contract (s) on making firebreaks which he carried out successfully.

As the burning of a firebreak is regarded as an **EXTREMELY DANGEROUS** activity due to unpredictable weather conditions, a risk-profile for each Tenderer will be compiled in the adjudication of tenders measuring the Contractor's

- : expertise in burning firebreaks;
- : availability of fire fighting equipment/vehicles/plant;
- : human resources (fire fighters) and supervisors; and
- : Safety Case for all safety aspects ( Clause A7.4.).

## A13. PENALTIES FOR NOT COMPLETING THE WORK.

A13.1 Penalties in terms of the Conventional Penalties Act, 1962, shall be payable by the Contractor for not having completed the works by the date specified in clause A3.

A13.2 For each meter that the Contractor did not burn, he shall pay to Freight Rail 50% of his quoted rates, which will be recovered from any money due to him by Freight Rail.

A13.3 Any portion ( in meters ) either between the service road and the opposite boundary fence and/or between the service road and the adjacent fence that has not been burnt , will be regarded as a penalty against the Contractor and will be handled as specified in Clause A13.2 above.

## A14. SUBCONTRACTORS

The use of subcontractor's to perform the burning of firebreaks will **not** be allowed and the successful tenderer (Contractor) will be responsible to perform the actual burning of firebreaks. No liaison between Freight Rail and third parties (subcontractors) will take place and the Contractor himself will be responsible for the arrangement of supervision and the obtaining of a daily burning permit number ( Clause B6.4.1 ).

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**PROJECT SPECIFICATIONS**

**PART B: SPECIAL CONDITIONS**

THE BURNING OF FIREBREAKS IN THE RAIL RESERVE

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- B1 SCOPE
- B2 FIRE BREAKS
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- B8 MEASUREMENTS AND PAYMENT
- B9 DISCREPANCIES IN DOCUMENTS
- B10 DURATION OF THE CONTRACT

PREVIEW COPY ONLY

## B1 SCOPE

This contract covers the burning of firebreaks over a period of two years of Freight Rail starting from 1<sup>st</sup> May 2009 in the rail reserve (i.e. from boundary fence to boundary fence) on the Ermelo district although the actual burning of firebreaks will start from middle May 2009 and shall be completed at 31 July of each year. (31 July 2009 for year 1 and 31 July 2010 for year 2).

B1.1 Tenderers are invited to tender for each of the following sections of lines separately or in any combination or for all sections of lines as follows :

- a.) ERMELO --- PIET RETIEF (See Part 1 of Schedule of quantities and prices);
- b.) ERMELO --- BROODSNYERSPLAAS (See Part 2 of Schedule of quantities and prices);
- c.) ERMELO --- MACHADODORP (See Part 3 of Schedule of quantities and prices);
- d.) BUHRMANSKOP --- LOTHAIR (See Part 4 of Schedule of quantities and prices);
- e.) GELUKSPLAAS --- WONDERFONTEIN (See Part 5 of Schedule of quantities and prices).
- f.) GELUKSPLAAS - OGIES - BLACKHILL - BROODSNYERSPLAAS (No.3 line) (See Part 6 of Schedule of quantities and prices).
- g.) HARTBEEFONTEIN – LINE ( Branchline from Broodsniersplaas-station ) (See Part 7 of Schedule of quantities and prices);
- h.) BEZUIDENHOUTSRUS – LINE ( Branchline from Kromklip-station ) (See Part 8 of Schedule of quantities and prices) and

## B2 FIRE BREAKS

B2.1 A firebreak shall consist of a burnt area, as described underneath and shall be free of any flammable material.

B2.2 Firebreaks will extend from boundary fence to boundary fence on open lines that will vary in width, with a minimum of 35m.

B2.3 In station yards it is required to burn only up to 20m on either side of the main lines.

B2.4 Where service roads exist, burning will be required between the service road and the opposite boundary fence as well as between the service road and the adjacent fence.

B2.5 Firebreaks must be made beforehand, around electrical- and other flammable equipment.

B2.6 The Contractor will be permitted to work outside normal working hours.

B2.7 No burning of firebreaks shall take place when the fire danger rating for a specific region in which a section of railway-line is falling, exceeds the acceptable criteria rating for that region. (See Clause B6.7.1)

### B3 LABOUR

- B3.1 All staff shall be trained in fire prevention and fire-fighting techniques relevant to the work being done to combat and extinguish fires.
- B3.2 The Contractor will be responsible for all work done and the arrangement of supervision during any firebreak activity on Freight Rail's property and **no** Freight Rail representative will supervise any work done by the Contractor.

### B4 MATERIALS & EQUIPMENT

Each fire fighter shall be equipped with the necessary fire fighting equipment (as required to do the work and to comply with the Machinery and Occupational Safety Act of 1993) like fire beaters, fire resistant overall, apron protector (or similar to enable workers to get close enough to combat fire) or any other approved fire fighting equipment like hand pumps containing at least 18 liters water. Fire beaters must not be less than 300mmx500mm on a 2m reach.

### B5 PLANT

- B5.1 The Contractor shall supply, maintain and operate all equipment he deemed necessary to complete the work in accordance with the true meaning and intent of the contract like a 5 000 liters self propelled water tanker equipped with high pressure pump with two outlets to accommodate two, one hundred meter hoses of twenty five millimeters diameter and a 700 liters "Sakkie Bakkie" (a vehicle with a water-tank on the back fitted with a high pressure pump) fitted with a 100 meter hose of 25mm diameter.
- B5.2 All fuel must be supplied by the Contractor.

### B6 COMMUNICATIONS

- B6.1 Prior to the commencement of work the Contractor shall establish a list of all adjoining landowners in the areas where work is to be carried out. A means of communication with the adjoining landowners shall be established and implemented.
- B6.2 These landowners shall be notified of the intends to prepare and maintain a firebreak by burning and the Contractor must determine a mutually agreeable date or dates with the owners of adjoining land for doing so and inform the fire protection association (FPA) for the area as describe under Clause B6.4 underneath.
- B6.3 If agreement cannot be reached the Contractor must give to the owners of adjoining land and the fire protection association (FPA) for the area at least 14 days written notice of the day or days during which the Contractor intends burning firebreaks.
- B6.4 Provision of site books: (Duplicate book with duplication paper) One Site Instruction book for recording of site instructions by the Project Manager. One Daily Diary book which will be kept updated daily with information of all available resources, productions with exact kilometer-distances where firebreaks took place on any specific day, delays, daily burning permit numbers, etc. and signed by the Contractor. These records will assist with monthly measurements and payments and a week's daily reports should be received by the Technical Officer not later than Monday of the previous weeks activities.

- B6.5 Freight Rail live overhead equipment: The Contractor must note that the action of burning firebreaks will result in carbon and heat being created in close proximity of live overhead track equipment which is either 3kV or 25 kV potential. In ideal conditions the carbon and heat from the flames {ionized air} will cause a short-circuit between the live conductor and the earth conductor. In this case a flash will be detected/seen on the OHTE and the power supply along the line will trip. Should this happen the Contractor must record all these locations in the daily diary book between precise mast location numbers for the Technical Officer's attention.
- B6.6 All communication required by Radios and / or cellular telephones.
- B6.7 Communication with fire protection association (FPA) :
- B6.7.1 Contractor to liaise on a daily basis with Freight Rail's Fire Officer at telephone (017) – 801 2315 or cell 083 3087 240 ( Fax 017 – 801 2316) to notify the mentioned person (who is part of the fire protection association (FPA) on Ermelo-district) of his/hers intentions to prepare and maintain a firebreak by burning on a specific section of Railway-line. The fire officer will give the Contractor a fire danger index (FDI) which will be available daily at 10h00 and 14h00 as well as a **burning permit number** to proceed with firebreaks (if circumstances is favorable according to the FDI).
- B6.7.2 **NO BURNING OF FIREBREAKS** will take place if the Contractor fails to comply to each and every of the following precautions on a specific day.
- a.) Notification of adjoining landowners by mutually agreeable date or dates as describe in B6.2 above;
  - b.) Notification of adjoining landowners and the fire protection association by written notice if agreement cannot be reached as per Clause B6.3;
  - c.) Obtaining of a daily burning permit number if the fire danger index for a particular day is favorable for a specific region in which a section of Railway-line falls as per Clause B6.4.1.
- B6.7.3 A list of all emergency services (i.e. fire brigades, forestry lookout post, fire protection association and emergency services, etc.) shall be obtained and a communication system set up with these services. In the event of a run away fire the contractor shall notify the landowners and the local emergency services. These lists and communication systems shall be continually updated and a hardcopy presented to the Project Manager after each update.
- B6.8 When the Contractor intends to do firebreaks underneath Eskom's overhead power-lines crossing Freight Rail's reserve on any of the section of lines, the Contractor has to consult with Eskom's representative Me. Ravis Nades from Witbank on telephone 082 473 7464 before any burning might take place for the same reason as explained in Clause B6.5.

## B7 LIABILITY

- B7.1 Claims from adjacent landowners, should a fire run away, will be Transnet's responsibility. Transnet Limited insures all contracts / projects on a Principle Controlled basis. This does not relieve the Contractor of any of his responsibilities with regard to fire fighting and precautions. The Contractor must take maximum precaution to prevent and extinguish fires. **A deductible or excess of R25 000.00 (Twenty five thousand Rand ) is applicable for any damage which the Contractor is responsible for and such a deductible applies to each and every occurrence of claimed damage(s).**
- B7.2 The Contractor must take care to ensure that work carried out near railway lines, is done to Transnet E7/1 (April 1991) specifications for work done on, over, underneath or adjacent to railway lines and high power electrical wires and equipment.
- B7.3 The Contractor must take care to ensure that the burning of firebreaks is in accordance with Act No.101 of 1998: NATIONAL VELD AND FOREST FIRE ACT, 1998 (and all amendments applicable ).

## B8 MEASUREMENTS AND PAYMENTS

- B8.1 Payment shall be made at the end of the contract and shall be based on the rates quoted as in Part C in the Schedule of quantities and prices.
- B8.2 Burning of firebreaks shall be priced and measured per running meter of rail reserve.
- B8.3 The Contractor shall carry out the work in accordance with the attached specification and in a thorough and workmanlike manner. The final acceptance of the work rests with the Project Manager.
- B8.4 In the event of the Works failing to comply with the attached specification, the Contractor will have the option of going back and correct it within the time limit as per Clause A3.1.

## B9 DISCREPANCIES IN DOCUMENTS

In the event of any discrepancies or inconsistencies between this specification and any other specification or drawing, this specification shall prevail.

## B10 DURATION OF THE CONTRACT

Duration of the Contract is as described in clause A3