

TRANSNET
LIMITED
(REGISTRATION NO. 90/00900/06)
TRADING AS TRANSNET FREIGHT RAIL

THE BURNING OF FIREBREAKS IN THE RAIL RESERVE

ISANDO DEPOT

PROJECT SPECIFICATION

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PART A: GENERAL CONDITIONS

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PART A: GENERAL

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 MANAGER

For the purpose of this contract, “Manager” means the Depot Engineer Infrastructure Isando Depot or any person lawfully acting in that capacity.

A.3 COMPLETION OF WORK

A.3.1 Transnet Freight Rail requires that the works be completed by 15 July 2024, which period shall include any statutory and builder's holiday falling within this period.

A.3.2 The Contractor may offer a shorter completion period in his tender, which offer may be taken into consideration when adjudicating the tenders.

A.5 INSURANCE OF WORKS

Transnet Freight Rail will make his own arrangements for insurance of the Works.

A.6 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.

A.7 SAFETY

A.7.1 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.

A.7.2 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.

- A.7.3 The Contractor and his personnel shall at all times wear reflective vests (similar to those used by Transnet Freight Rail) while working on Transnet Freight Rail premises or in any rail reserve according to Transnet 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.

A.8 SITE FACILITIES

- A.8.1 All accommodation shall be supplied by the Contractor. Sites for parking caravans, etc. on Transnet Freight Rail property may be made available to the Contractor.
- A.8.2 The Contractor shall make his own arrangements for the supply of water and electricity for domestic and construction purposes.
- A.8.3 The Contractor may make use of all available Transnet Freight Rail water supplies but clarity must be provided by the Technical Officer.
- A.8.4 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.
- A.8.5 The Contractor shall supply toilets for the use of his personnel.

A.9 VALUE ADDED TAX

- A.9.1 Value added tax in terms of the Value added Tax 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.

A.9.2 PAYMENT

The value of the work reflected on the VAT-invoice must correspond with the net amount indicated on the Contract payment certificate.

Payment will be made within 30 days from the date of submittal for payment of a complete and correct VAT invoice.

A.10 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 Contractor 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.

A.11 COMPETENCE OF CONTRACTOR.

The Contractor shall give proof of previous contract (s) on making firebreaks which he carried out successfully or demonstrate competency to carry out this kind of duty.

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 measuring but not limited to his

- : expertise in burning firebreaks;
- : availability of fire fighting vehicles/plant;
- and : human resources (fire fighters) and supervisors.

A.12 PENALTIES FOR NOT COMPLETING THE WORK.

A.12.1 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 A3.1.

A.13 SUB-CONTRACTORS

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. Contractor himself will be responsible for the arrangement of supervision (Clause B3.1) and the obtaining of a **daily burning permit number** as required in Clause B6.4.1.

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PART B: SPECIAL CONDITIONS

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AT SPRINGS - TRICHARDT, WELGEDAG – OGIES,
WELGEDAG - SENTRARAND - LUD

PART B: SPECIAL CONDITIONS

B.1 SCOPE

This contract covers the burning of firebreaks starting from the 15 July 2024 the Rail reserve (i.e. from boundary fence to boundary fence).

B.1.1 Tenderers are invited to tender for the following sections of line:

- (a) **Springs to Trichardt**
- (b) **Welgedag to Ogies**
- (c) **Sentrarand to LUD**
- (d) **Sentrarand**
- (e) **Ogies to Springs**
- (f) **Sentrarand to Marieshoop**
- (g) **Springs to Nigel**

See part C for detail-Schedule of Quantities and Price

B.2 FIREBREAKS

B.2.1 A firebreak shall consist of a burnt area, as described underneath and shall be free of any flammable material.

B.2.2 Firebreaks will extend from.

- Section 1:** Sentrarand km 100 to LUD km 57
- Section 2:** Sentrarand ring road
- Section 3:** Sentrarand km 54 to Sybrand km 32
- Section 4:** Springs km 0 to Ogies km 68
- Section 5:** Springs km 0 to Trichardt km 98
- Section 6:** Springs km 0 to Trichardt km 23 (various areas)
- Section 7:** Sentrarand km 24 to Sybrand km 5

This must be done from boundary fence to boundary fence on open lines that will vary in width, with a minimum of 6 metres to 15 metres each side.

- B.2.3 In station yards it is required to burn or grade up to 10m on either side of the boundary fence.
- B.2.4 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.
- B.2.5 Firebreaks must be made beforehand, around electrical and other flammable equipment.
- B.2.6 The Contractor will be permitted to work outside normal working hours, in which case he shall apply to the Manager at least three (3) days before he proposes to introduce such working.
- B.2.7 No burning of firebreaks shall take place when the wind speed exceeds 30 km.p.h. or **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 B6.4).**

B.3 LABOUR

- B.3.1 All staff shall be trained in fire prevention and firefighting techniques relevant to the work being done to combat and extinguish fires by the Contractor.

B.4 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 of water. Fire beaters must not be less than 300mmx500mm on a 2m reach.

B.5 PLANT

- B.5.1 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 and a grader where topography permits.
- B.5.2 All fuel must be supplied by the Contractor.

B.6 COMMUNICATIONS

- B.6.1 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.
- B.6.2 These landowners shall be notified of the intention 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 described under Clause B6.4 underneath.

B.6.4 Communication with fire protection association (FPA) :

- B.6.4.1 Contractor to liaise on a daily basis with Transnet Freight Rail's Fire Officer to notify the mentioned person (who is part of the fire protection association local area 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 favourable according to the FDI).
- B.6.4.2 **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.) Obtaining of a daily burning permit number if the fire danger index for a particular day is favourable for a specific region in which a section of Railway-line falls as per Clause B6.4.1;
 - c.) Contractor's supervisor to be present on site at all times and supervise all work done by the contractor regarding the burning of firebreaks as per clause B3.2
- B6.5 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.

B.7 LIABILITY

- B.7.1 Claims from adjacent landowners, should a fire run away, will be Transnet Freight Rails responsibility.
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.
- B.7.2 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.
- B.7.3 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.

B.8 MEASUREMENTS AND PAYMENTS

- B.8.1 Payment shall be made at the end of the burning cycle and be based on the rates quoted as in Part C in the Schedule of Quantities and Prices.
- B.8.2 Burning of firebreaks shall be priced and measured per running meter of rail reserve.
- B.8.3 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 Transnet Freight Rails Manager at Isando Central.
- B.8.4 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.

B.9 DISCREPANCIES IN DOCUMENTS

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

B.10 TRANSNET FREIGHT RAIL RESERVE

The reserve is the area that exists between the boundary fences through which the railway line runs. Where the fence is absent, a straight line between fence posts will determine the boundary, or as pre determined in conjunction with the Technical Officer.