



TRANSNET FREIGHT RAIL

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATION

**THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
BANK-WELVERDIEND-RYSMIERBULT-POTCHEFSTROOM-FREDERIKSTAD AND
SYFERBULT-KOSTER**

**IN THE GEOGRAPHICALLY AREA CONTROLLED BY THE DEPOT ENGINEER,
KRUGERSDORP**



PART A – GENERAL

PART B – PROJECT SPECIFICATION

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

A. GENERAL

A1 SCOPE OF WORK

This contract covers the burning of firebreaks in the rail reserve between Bank, Welverdiend, Rysmierbult, Potchefstroom, Frederikstad, Syferbult and Koster in the geographically area controlled by the Depot Engineer, Krugersdorp

, to the extent that vegetation treated chemically or otherwise in terms of this contract is kept under control, as defined, for the period specified herein.

The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

The Contractor shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

A2 SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has experience in the fields of burning of firebreaks in accordance to national RSA legislation (amongst others The National Veld and Forest Fire Act, Act no 101 of 1998) and rules of Fire Protection Association (FPA)

A2.2 A Site Inspection Certificate (E4A) signed by the Manager or his/her deputy (compulsory) must be submitted with the tender. The submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

A3 DURATION OF CONTRACT

The work provides for the once off preparation and the burning of firebreaks commencing on the date of notification of acceptance of tender with Transnet Freight Rail and completed on the 30 of June 2011

A4 COMPLIANCE WITH STATUTES

A4.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- j) The Occupational Health and Safety Act (Act 85 of 1993)

A4.2 ~~Where herbicide is to be used the Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator**, specialising in the field of industrial weed control. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.~~

A5 GENERAL

Tenderers are required to tender for all the areas quoted in the schedule of Quantities and Price, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this tender.

A6 TO BE PROVIDED BY TRANSNET FREIGHT RAIL

The following material, equipment and services will be provided free of charge by Transnet Freight Rail where required:

A6.1.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use.

A6.1.2 Inspections of the areas of work by motor trolley may be arranged with the Manager or his/her deputy, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot. The Manager or his/her deputy shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

A7 TO BE PROVIDED BY THE CONTRACTOR

A7.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.



- A7.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

- A7.3 The Contractor shall appoint at each work site personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

The personnel of the contractor shall at all time during bush and tree felling operations wear reflective safety jackets. These reflective jackets must either be yellow or light blue or preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be clear with the Manager or his/her deputy?

~~The Contractor shall make available employees to be trained, certificated and used as lookouts when required. The training shall be done at no charge to the Contractor.~~

A8 SCHEDULE OF QUANTITIES AND PRICES

- A8.1 The quantities in the Schedule of Prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Schedule (prepared in ink) for the Works.

- A8.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

The absence of stated quantities in the Schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

- A8.3 The short descriptions of the items in the Schedule are for identification purposes only. The Transnet US7 Standard Terms and Conditions of Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Prices.

A9 CONTRACT PRICE AND ADJUSTMENT FACTOR

No contract price adjustment will be applicable in this contract. Any price increase due to escalation will be for the Contractor's account and any price decrease will be to his/her benefit.

A10 VALUE-ADDED TAX

Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices for the lump addition of Value-added Tax.

A11 SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Manager or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

A12 SITE BOOKS

A12.1 The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Manager for the duration of the contract.

A12.2 The site instruction book shall only be used by the Manager or his/her deputy and will be used for the issuing of instructions to the Contractor.

A12.3 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Manager or his/her deputy.

A13 INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

A13.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.

A13.2 ~~Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.~~

A13.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A13.4 The Schedule of Prices must be completed in full.

A13.5 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.

A13.6 ~~A list of registered herbicides to be used in the work, supported by specimen labels, indicating:~~

- ~~_____ Trade name~~
- ~~_____ Generic name~~
- ~~_____ Registration Number~~
- ~~_____ Ingredients (type and content) as shown on the label~~
- ~~_____ Application rates~~

~~Where herbicides are to be used for stump treatment e.g. Chopper be used it is required that a suitable colourant be added to the herbicide or that an herbicide containing a colourant be used. Detail of the colorants, and with which products they are to be used, must be provided.~~

~~The Manager or his/her deputy's approval shall first be obtained for use of other herbicides.~~

A13.7 A description of the methods to be used for controlling the vegetation must be provided. Where herbicides are to be used the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, and any other relevant information must be given.

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

The Contractor shall not depart from the methods of vegetation control or minimum herbicide usage tendered, without approval from the Manager or his/her deputy.

A13.8 ~~A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted.~~

A13.9 **The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Manager**

B. PROJECT SPECIFICATION

B1 SCOPE

B1.1 B1.1 The scope of the work covers the burning of firebreaks in the rail reserve between Bank, Welverdiend, Rysmierbult, Midway, Potchefstroom, Frederikstad and Koster in the geographically area controlled by the Depot Engineer Krugersdorp

- . (A) Bank– Welverdiend
- (B) Welverdiend - Rysmierbult
- (C) Rysmierbult - Potchefstroom
- (D) Potchefstroom -Frederikstad
- (E) Vlakdrif - Syferbult
- (F) Syferbult - Koster

B1.2 ~~Certain protected plant species and desirable plants are not to be controlled or removed and this plant material will be identified by the Manager or his/her deputy prior to the start of the Contractor's program.~~

B1.3 This part covers the techniques, types and use of spraying equipment, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

B1.4 The essence of the contract is that Transnet Freight Rail requires vegetation to be brought under control and maintained at a certain standard as specified, for the duration of the contract period.

B1.5 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

B1.6 Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract.

B2 DEFINITIONS

- B2.1 FIREBREAKS
- Firebreaks are defined as a strip of ground within Transnet Freight Rail boundary along both fences that has the potential to prevent fires spreading to adjoining property from Transnet Freight Rail property or visa versa, it does not cause soil erosion and it is reasonable free of combustible material capable of carrying a veldfire across it.

B2.1.1 Control constitutes a process or situation where the control of vegetation on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

B2.1.2 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 or harbor emplacement. Yards and loops start at the clearance mark of the fencing points.

B2.1.3 Depots/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 area within the rail reserve

This may also include radio masts, signal equipment, relay station and electrically substation and other specified areas outside the railway reserve.

B3 METHOD OF PROVIDING FIREBREAKS

B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas, particularly building surrounds, staked cable routes, level crossing, shunting yards and approaches to stations. Techniques, programming and the methods employed shall therefore be approaches at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective firebreak provision is not achieved during any period of the contract

B3.2 Slashing of burnt material to below the height specified in B4 will be permitted.

B3.3 Firebreaks provision in terms of the contract will normally be required in respect of yards, depot, and Transnet Freight Rail right of way ancillary areas, where applicable. The method employed is as specified by the contractor per Part A15.1 and are subject to the approval of, and monitoring by the Technical Officer.

Firebreak provision methods shall, however, be entirely in accordance with the local Fire Protection Association rules/ Local Authority by law and or National Legislation specification and the recommendation for safe and effective firebreaks.

B3.4 **Prior to making firebreaks electrical / signal installations must be protected by means of making minor firebreaks around such installation and or equipment. The Technical officer will point out such installation and or equipment.**

- B3.5 **The making of firebreaks will not take place if the wind speed exceed 30 km per hour and or if the daily Fire danger Index (FDI), 10h00 reading and 14H00 reading exceed the acceptable norm proposed by the local Fire Protection Officer of the FPA where firebreaks are being provided or if a Prohibition Notice has been issued by the Department of Water Affairs and Forestry or any other competent authority.**
- B3.6 The contractor will be permitted to work outside normal working hours provided the Technical Officer has been notified at least three working days prior to such working. No firebreaks will be made after 12H00 on Friday until 05H00 the following Monday.
- B3.7 Any deviation from the method of work submitted as per clause A15.1 by the contractor shall be subject to the approval of the Technical Officer.
- B3.8 No firebreaks may be made adjoining property owners have not been informed of the intention to provide firebreaks along a mutual fence. The Technical Officer will negotiate with adjoining property owner. If agreement cannot be reach regarding appropriate dates with the adjoining property owner or owner's provision as per Act 101 of National Veld Fire Act will prevail
- B3.9 No firebreaks may be made if the contractor is possession of a written daily burning permit received from the local Fire Protection Office of the relevant Fire Protection Association. The contractor will be responsible to obtain the daily burning permit**

B4 STANDARDS OF WORKMANSHIP

- B4.1 Standard of Firebreaks shall be such that:
- . it is wide but not less than 5 meters measured inward from the boundary fence and long enough to have a reasonable chance of preventing a veldfire from spreading to or adjoining property, and
 - . in station areas the width will not be less than 10 meters measured inward from the boundary fences
 - . it does not cause soil erosion; and
 - . it is reasonably free of combustible material capable of carrying a veldfire across it.
- B4.1.2 Cut woody plant material, i.e. trees, bush, declared weeds and declared invader plants, as well as reeds must cease to exist.
- B4.1.3 There must be no cut, dead, or dry remains of any vegetation within the treated area. In instances where the Contractor is allowed to stack vegetative material elsewhere in the rail reserve, this material will be neatly stacked according to the requirements of the Manager or his/her deputy. Branches of bushes and trees must be cut in sections of one metre or less before stacking.

B5 PROGRAMME OF WORK

- B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Manager for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of his or her tender or the commencement of the annual burning season as the case may be.
- B5.2 The particulars to be provided in respect of the Contractor's tracer lines, minor firebreaks around electrical and or signal installations and firebreaks provision operation shall include but not be limited to the following:
- B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,
- B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,
- B5.2.3 In addition to the initial programme provided for in term of B5.1 the Contractor shall submit daily working programmes to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/ or deviation from it without notifying the Technical Officer, preventing him/her from monitoring the Contractor performance, may result in payment for such work being withheld.

B6 PERFORMANCE MONITORING AND EVALUATION

- B6.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- B6.2 The Technical Officer shall at any time during the programme periods carry out inspections of the Contractors performance method and procedures.
- B6.3 The Technical Officer will during firebreaks programme carry out **one official inspection** of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspection shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

- B6.3.1 The inspection shall be done after completion of the firebreaks and after the Contractor has notified the Technical Officer that he/she has inspected the work and the work has been completed.
- B6.3.2 The second inspection and final inspection of the season will be carried out after completion of the Contractors firebreaks programme and after he/she has notified the Technical Officer that he/she has inspected the work and that all firebreaks are in place. This inspection may be brought forward.
- B6.3.3 During these inspections the area treated will be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as rejected worklot.
- B6.4 The rejection of work that does not comply with the standard of control will be final and valid for that inspection.
- The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection.
- The rejection of work at a particular inspection shall remain final for that inspection for payment purposes,.
- B6.5 In the case where the Technical Officer or his/her deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as a "disputed work". The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Standard Terms and Conditions of Contract for Maintenance Works, US7.

B7 REMEDIAL WORK

- B7.1 The Contractor shall carry out remedial work to all work where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of cut, dry or dead with any dimensions in excess of 150mm and forming a fire hazard to the Transnet Freight Rail Operations or adjoining property.
- B7.2 Slashing of burnt vegetation will be allowed on its own as a remedial action subject to the condition stipulated in clause B3.
- B7.3 Fire may be used as a method of vegetation control Or as a method of remedial action.

B8 DAMAGE TO FAUNA AND FLORA

- B8.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area.
~~The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water borne movement of herbicides is possible.~~
- B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crop vegetation or property, or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.
- B8.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.
- The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.
- B8.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

B9 MEASUREMENT AND PAYMENT

- B9.1 Payment will be based on the numbers of worklot treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation measures and has achieved the standard of control defined in clause B4.1
- B9.2 No payment will be made for rejected work where control achieved does not meet the standards of control specified.
- B9.3 Measurement and payment for the work completed will be made in 1 stage as follows:
- B9.3.1 After completion of the tracer lines and minor firebreaks of the entire contract area technical Officer or his deputy and the Contractor will measure the work performed. The Contractor will thereafter receive payment at 20% of the rate tendered for all of the completed work.
- B9.3.2 A measurement and evaluation will be made concurrent with the official inspection conducted in accordance with clause B6.3.1. The Contractor will thereafter receive payment at 80% of the rates tendered for all work where control as specified has been achieved.
- B9.3.3 The rates and prices tendered in the Schedule of Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.