

TRANSNET RAIL INFRASTRUCTURE MANAGER (TRIM)

PROVISION OF YELLOW PLANT ON THE ORE LINE FROM SALKOR TO ERTS FOR A PERIOD OF 12 MONTHS ON AN "AS AND WHEN REQUIRED" BASIS

SCOPE OF WORKS



EXECUTIVE SUMMARY

The Ore Corridor moves Iron Ore, Manganese and general freight on a single line, spanning 861 km and 600 km repeaters road, it stretches from the Port of Saldanha in the Western Cape to Sishen in the Northern Cape where the mines are situated. The Ore Corridor consist of two main depots (Saldanha and Upington) and five sub-depots (Vredendal, Loeriesfontein, Kenhardt, Groblershoop and Sishen).

The depots are responsible for maintenance to ensure that the Rail Network infrastructure is available, reliable, and safe for the passage of trains. The maintenance includes as part of its asset life cycle management, replacement of strategic infrastructure commodities not limited to sleepers, rails, turnouts, ballast, service road and formation material.

The Yellow plant is required for ballast offloading, service road rehabilitation, Perway and Technical Support pre/during and post shut down projects.

In most circumstances the maintenance staffs needs to use the service road to access railway infrastructure. The estimate total annual traffic (AADT) in both directions taking into consideration of construction vehicle of contractors is more than 100 vehicles per day, As well as 30 ton trucks that are transporting ballast across the two depots respectively (Saldanha and Upington). The continual use of the service road results in the gravel becoming loose and corrugated.

Appointment of the service provider will help to reduce the amount of traffic on public roads which are being utilised by the farmers and community members. Currently Transnet Road users are driving on the public gravel roads which causes the road to deteriorate and affects the relationship between Transnet and the farmers. Successful appointment of the service provider for this project will eliminate that conflict.

SCOPE OF WORK

This contract covers the provision of plant hire for Ore Corridor, hereinafter referred to as the "Works", and any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the Day Works in accordance with the true meaning and intent of the contract.

1. The hire of plant for works in various Loops on the railway line servitude as below:
 - Salkor – Loop 5
 - Loop 5 – Loop 10
 - Loop 10 – Loop 15

- Loop 15 - Erts
2. The specific plant to be hired for all Loops is as specified in the Bill of Quantities in Table 1 - 5.
 3. The plant will be required to establish near the required work site and work between any area within the specified railway Loops.
 4. Exact establishment locations will be specified by the Technical Officer appointed by Transnet as-and-when required.
 5. The hourly rates that the supplier will provide shall be of the wet rate short term hire. And the establishments and de-establishments rates shall be based on the work areas between two sections as indicated in Table 1 - 5 as per the bill of quantities provided in section 4 of the request for quotation.
 6. Plant to be established with their operators and accommodation plus transportation to site shall be arranged by the plant hire. Transnet will not provide any transportation and accommodation for the operators of the machines.
 7. All Water Trucks supplied must be accompanied by water supply per day as indicated on Table 1 – 5. In the case where the contractor is required to work day and night shift, water will be supplied per shift. All water trucks must have functional pump with generators for water extraction.
 8. It is the responsibility of the supplier to safeguard their Plant in areas they may feel is not safe, Transnet will not be held liable for any theft or vandalism to the Plant.
 9. Maintenance of the plant during breakdown will be the responsibility of the supplier.
 10. The operators of the plant are to comply to Transnet Safety standards and relevant PPE is to be always worn.
 11. If the plant is on breakdown, no payment will be made for the duration in which the plant was on breakdown. It is therefore advised that the supplier ensure they have a mechanic available for maintenance call outs.

12. The supplier is to ensure that Plant and personnel are insured. Transnet will not be held liable for any damages or injury to plant and operators respectively on site.
13. It must be expected that works may be carried out over the weekends.
14. In the event of inclement weather:
 - a. When machines already had started to work, full payment will only be made for the hours it worked, and half payment for the remainder of the hours the machine did not work.
 - b. When machines did not start any work due to conditions or expected rains, the technical officer will deem it a non-working day, no payment will be made for that day.
15. In the event of an emergency on the railway line (i.e., Derailment or any emergency work), the plant hire shall be able to available as required. Also refer to "Technical Evaluation Criteria" for "Maintenance Lead Time Call Outs" below.
16. The operators of the plant are comply to Transnet Safety standards and the relevant PPE is to be worn at all times.
17. Bidders are to note that Transnet will not be held accountable for any standby time on all required plant equipment.
18. Regarding leave, upon commencement of the shut down the preferred bidder is to note that Transnet requires operators to be available for the duration of the shutdown. In a case where the bidder decides to grant leave approvals for operators on site, standby operators must be provided to replace the operators which will be away on leave. Bidders will be reliable for any costs associated with standby operators.
19. Bidders are to note that a site diary template will be provided by Transnet where both parties will sign after every end of the shift.
20. Bidders are to submit invoices on the last day of every month.
21. In the event that there is any damage done on Transnet property by the bidder, they will be reliable for any costs associated to the repairs.

BUSINESS NAME

Transnet Limited will for the purpose of this contract be trading and hereinafter be referred to as Transnet Rail Infrastructure Manager, a Business Division of Transnet who, through its authorised representatives, shall execute the contract on behalf of Transnet.

PROJECT MANAGER

For the purpose of this contract, "Project Manager" means any person appointed by Transnet from time to time to supervise and take charge of the contract

CONTRACT PERIOD

Transnet requires that the Works be carried out for Twelve **(12) months of the date of notification of acceptance of tender**, which shall include any statutory holiday falling within these periods, and shall include the period from March 2026 to March 2027, both days included, if it falls within these periods.

PENALTIES FOR LATE COMPLETION

Should the Contractor fail to arrive on site for execution of the Works when required during the contract period as may be expected by Transnet, he/she shall pay to Transnet as penalties in terms of the Conventional Penalties Act, 1962 as amended, the following amounts for each day or part thereof during which the Works or any stage thereof remains incomplete.

The contractor will be penalized whenever the required plant is brought on site late. The contractor will be given three (03) days to seven (07) days' notice to establish any plant required for pre/post shut down work. In case of an emergency, derailment and shutdown the contractor will be given twenty-four (24) hours to forty-eight (48) hours as per the Service Manager's instruction. If the contractor fails to establish the plant within hours' notice, the penalties in the table below will apply.

Late Delivery (Establishment) of Equipment to Site	Applicable Penalty
1-24 Hour late delivery	2% of Purchase Order Value
24-48 Hour late delivery	4% of Purchase Order Value
48-72 Hours late delivery	6% of Purchase Order Value
72-96 Hours late delivery	8% of Purchase Order Value
96-120 Hours late delivery	10% of Purchase Order Value / Cancel Order

Over and above the late delivery penalty, the contractor will also be penalized for breakdowns of each plant/equipment. The availability of each plant will be calculated in percentage as clause above. The availability percentage will be used to determine the contractor's penalty as per table below.

Performance level	% performance achieved for each plant/Equipment	Penalties
Rate of Availability in % (Availability of plant as stated in the Request for Proposal Section 4 Pricing Schedule)	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	2,5% of the total cost claimed for the plant/equipment.
	90 – 94% performance achieved	5% of the total cost claimed for the plant/equipment.
	89-85% performance achieved	7,5% of the total cost claimed for the plant/equipment.
	84-80% performance achieved	10% of the total cost claimed for the plant/equipment.
	79-75% performance achieved	12,5% of the total cost claimed for the plant/equipment.
	<75% performance achieved	15% of the total cost claimed for the plant/equipment.

SITE ARRANGEMENTS

Access to site

Contractor to ensure that the supervisor has the permit to be on site.

Construction Site

No changes shall be made on site without Transnet's approval.

Damage to Existing Structures

The Contractor shall be held responsible for any damage to existing infrastructure; fair wear and tear excluded, and shall repair it to the satisfaction of the Project Manager on conclusion of the Works. For this purpose, a joint inspection with the Project Manager will be carried out prior to occupation and any existing damage noted.

Services

Electricity, Water, Refuse Removal, Telephone etc.

The Contractor shall make his/her own arrangements for the supply of electricity and a telephone, if required, for his use during contract. The Contractor will provide water at their own expense.

Housing

The Contractor shall be required to make his own arrangements with the Local Authority regarding the housing of employees. Housing on site will not be permitted nor will sites for housing be made available.

Local Authority

The Contractor shall in all respects adhere to the conditions laid down by the Local Authority with specific reference to accommodation, sanitation requirements and pollution prevention.

Safety Induction

The Contractor shall arrange that his/her staff attend the TRIM Safety Induction Training. The duration will be not more than 1 day and no charge will be levied by the Transnet Rail Infrastructure Manager. The Contractor shall not be entitled to claim for loss of production whilst staff are attending the course.

SITE BOOKS

The Contractor shall supply and have available on site at all times, the following site books:

Site Instruction Book

This shall be a suitable carbon copy book, size A5, with one detachable sheet for receiving and recording instructions in duplicable issued by the Project Manager or his/her authorized representative.

Daily Record Book

This shall be a suitable carbon book, size A5, with one detachable sheet. All events affecting the Works, such as starting and end times, breakdown of machinery or plant, rainfall etc., and all work

performed shall be recorded on all days that the work is executed. Entries shall be made by the Contractor (or his/her appointed agent) and signed by both parties.

Safety file and all mandatory documents required on site.

ADVANCE PAYMENT FOR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR

No advance payment, for plant and/or equipment supplied by the Contractor as part of the Works, will be made by Transnet.

Nothing contained herein shall in any way affect or diminish the Contractor's obligations in terms of the contract for the safe custody of the Plant and Equipment and for the compliance thereof in all respects with the specifications and standards specified.

INSURANCE AGAINST PERILS INSURABLE THROUGH SASRIA

Insurance of the Works against damage caused as a result of danger insurable through SASRIA will not be effected by Transnet.

SCHEDULE OF QUANTITIES

- The quantities in the Schedule of Quantities 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 section 4 of the pricing schedule) for the Works.
- The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item, as such prices will be considered when awarding the contract.

DAYWORK

Plant Hire Schedules

The Contractor shall complete the schedules for plant hire and quote the hourly rates. The rates shall be extended to the amount columns and the total incorporated in the summary of prices. The contractor must complete the price including escalation for the period of twelve (12) months.

The Contractor shall detail and provide a rate only for schedule of plant he/she proposes to supply.

Bidders are to note that night shift will be required on an as and when basis.

The Contractor shall respond within less than three (03) to four (04) hours on planned job and / or not more than one (01) day on breakdowns. Transnet required bidders to provide a mechanic on site to assist in the event of a mechanical breakdown on all required machines.

Should the contractor fail to comply the Project Manager will be entitled to obtain assistance from an alternative company and the contractor will be liable to pay the difference in rates as charged by the compensating company.

SAFETY HEALTH AND ENVIRONMENTAL FILE REQUIRMENTS FOR THIS PROJECT

Upon awarding of the tender, the service provider will be expected to submit a safety file completed with all required documents and ensure that they have a qualified safety officer.

CONTRACTOR REQUIREMENT
1. Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)
2. Contractor scope of work information (Company Profile)
3. Notification of Construction Work to the Department of Labour: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, must carry the stamp of acceptance from the Department of Labour <i>(if applicable)</i>
4. Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.
MANAGEMENT PLANS
5. Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers
6. Approved Contractor Execution Plan correlating with Specification provided by Transnet (i.e. Approved health and safety plan, environmental plan, security plan etc.)
7. Contractors Health and Safety Policy
8. Site Specific Emergency Plan
9. Contractors Traffic Management Plan
10. Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet
11. Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High

risk task inventory registers to be attached.
12. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e. Site establishment, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear & grub...so only request what is relevant at the time.
13. PPE Policy and most recent issue register.
INDUCTION
14. Proof of competence i.e.: Drivers, operators etc.;
15. Copy of equipment registers to be used with copy of each item's inspection checklist. The registers are not limited to the following, depends on the scope of work:
Site visitors register
Hand tools Inspection register
Traffic Inspection Register
Mobile Toilet Inspection Register
Daily Risk Assessment and Toolbox Talk
Vehicle Inspection Register
INCIDENT/ACCIDENT MANAGEMENT
16. Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents
17. Register of first aid injuries
18. Register of reportable injuries to the Provincial Director

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SISHEN

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