


SERVICE INFORMATION:
Service Information by the *Employer*

Earth Moving Plant

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1. DEFINITION

The following definitions shall apply in addition to those of the specification attached.

1.1 *Employer*

In this contract employer means Transnet Freight Rail.

1.2 Availability(A)

Means when required to do work, the Earthmoving Plant is able to produce work to the standards/output specified or required.

1.3 Breakdown Time (Tb)

Means all periods during which the earth moving plant is non-available.

1.4 Machine

Means the machine or plant provided complete with all fittings, accessories and ancillary equipment including all associated support services such as transportation of the earth moving plant from location to location as well as from depot to depot as part of site establishment and spare parts, as may be required to comply with the requirements of the specifications.

1.5 Non-availability

Means when required to do work, the machine or the operation thereof is unsafe, or the machine is not able to produce work as per the scope, due to any reason other than a stoppage of work caused by *Employer*.

1.6 Supervisor's Deputy

Means the person appointed by *Employer* under the control of the Technical Officer from time to time to supervise the operation for the contract, and to supervise the execution of the workload and ensure safe and quality work being done by the *Contractor* and the machine/plant.

1.7 Track

Means and includes plain track, restricted track, sets, splice joints and all joint assemblies.

1.8 Works

Means the work to be carried out in terms of the Contract.

1.9 E7/1 - Specification For General Work And Works On, Over, Under Or Adjacent To Railway Lines and Near High Voltage Equipment

1.10 **OEM** refers to the Original Equipment Manufacturer of the machinery.

1.11 Standing Time:

Means the loss of Working Time (Tw) incurred by the Contractor due to reasons attributed to the Employer

2. DESCRIPTION OF THE WORKS

- 2.1 The contract covers the supply, operation and maintenance of Earth Moving Plant at all Transnet Freight Rail Depots to construct and rehabilitate the track formation structure, cutting, embankments, service roads and any other works as instructed by the *Employer*. This contract will be on an “**As and When Basis**”, meaning that there is no obligation on an *Employer* to offer work to a *Contractor*
- 2.2 This contract shall include the supply of the following; the operation, maintenance and supply of all consumables and the support services and equipment necessary for the execution of the work to full meaning and intent of the contract.
- 2.3 The Affected Property and areas where the services will be executed shall be all railway lines owned and / or maintained by the *Employer* country wide and in neighbouring countries.
- 2.4 The *Contractor* will carry out work to meet the production needs as requested by *Employer* as per the relevant specification. The *Contractor* must have certified operators.
- 2.5 The contract period shall be one (12) months.
- 2.6 The *Contractor* may be required to be available during Annual Holidays for emergency work.
- 2.7 Location of work.
 - 2.7.1. Contract area will be all track owned, or maintained, by Transnet Freight Rail
 - 2.7.2. The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas.
- 2.8 Commencement of Contract
 - 2.8.1. The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter. The Contractor shall be able to commence with the service immediately after contract award.

3. MANAGEMENT AND START UP

- 2.1 Management meetings
 - 3.1.1. Project management meeting will be conducted as and when required by the *Service Manager* and *Contractor*. Project progress and programme (revision) must be discussed in these meeting. This meeting shall be for the purpose of discussing Earth Moving Plant performance, actual progress versus construction programme, delays, service information, etc.
 - 3.1.2. Operations planning meetings must be done every scheduled day and on Site. The *Contractor*, *Employer* representative (typically the technical Officer) and all other supporting staff of both *Contractor* and *Employer* must be part of these meetings. Safety, risk and environmental matters need to be addressed in these meeting. All these will do prior the operation for that particular scheduled day.
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3.1.3. The Contractor is required to do inspection of each work site prior to the project and starting and when task orders are issued to execute appropriate preparation for the work focused on ensuring maximum production during occupation time by minimizing delays. Any issues requiring the Employer's inputs to avoid delays during the occupation time shall be brought timeously to the attention of the Supervisor.

3.1.4. The *Service Manager* may call ad-hoc meetings any time during the contract period.

2.2 Documentation

3.2.1. A complete maintenance manual and spare parts list must be available on the machine during execution of the work.

3.2.2. The *Contractor* shall supply the *Service Manager* with maintenance plans.

3.2.3. A complete operator's instruction manual must be available on the machine.

3.2.4. A complete machine safety and risk file must be available on the machine.

3.2.5. A visitor registration book must be available on the machine.

3.2.6. A Site diary must be available on the machine.

2.3 To be provided by the *Contractor*

3.3.1. The *Contractor* shall in addition to what is stipulated in this Service Information, provide the following facilities and support for the following:

3.3.1.1. Support labour and tools:

The *Contractor* or his sub-contractor shall provide all equipment, tools and support required to support the Earth Moving Plant activity, including the control measurements to control quality.

3.3.1.2. Accommodation

Due to the extent of the site locations, the successful contractor must supply their own; Accommodation, Security of their Earth Moving Plant, water for their Water Cart, Fuel/Oil for their Earth Moving Plan, Toilets and Refreshments for their personnel.

4. TRAINING

- 4.1. Training of *Contractor's* staff and compliance with safety requirements.
- 4.2. The *Contractor* shall ensure that all staff working on or with the contract are adequately qualified and trained, so as to comply with any relevant safety and quality requirements. This applies for both the *Contractors* own staff or any staff of a *Subcontractor* employed by the *Contractor*.
- 4.3. This responsibility of the *Contractor's* to ensure that his staff is qualified and trained implies that:
 - a) Specific graded staff shall be qualified and sufficiently experienced and in possession of a qualified certificate for the required position or responsibility.
 - b) All staff shall also possess any other relevant induction or safety qualifications.
 - c) The *Contractor* shall ensure that a complete up to date record is kept of safety qualifications or training and certification of all staff for all the relevant qualifications and safety requirements.
 - d) The record of the qualifications and or training kept by the *Contractor* shall also be available on site.
 - e) All relevant requirements for refresher training shall be adhered to and the *Contractor* shall ensure that the refresher training and certification required is provided for the relevant staff.
- 4.4. The *Contractor* shall ensure that all qualifications, training, and certification for different grades are in place, valid and that record is kept of such qualifications. This implies that the *Contractor* shall ensure that proof of qualifications is kept and provided on request.
- 4.5. For critical work outputs as well as specific activities, the Contractor shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks to ensure experience of safe and productive working.
- 4.6. During the course of the contract any required alternative or follow up or refresher training for new recruits or replacement staff, shall be undertaken by the *Contractor* as part of the contract responsibility and at the cost of the *Contractor*.

5. SAFETY

- 5.1 The Contractor shall comply with all applicable legislation as well as Transnet Safety requirements. The cost for such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices of the Contract. Below are some of applicable Acts and legislation:
- TFR Safety Guidelines for Infrastructure (Latest Edition).
 - The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
 - The Occupational Health and Safety Act (Act 85 of 1993).
 - TFR Specification E.4E, SHE Specification for Contractors
 - Basic Conditions of Employment Act as well as all other relevant labour legislation.
 - TFR Specification for Work on, under or adjacent to Railway Lines and near high Voltage Equipment – E7/1.
- 5.2 During the work activity, the regulation of occupational health and safety Act No. 83 of 1993 and Machinery and occupational Safety Act 6 of 1983 will apply. By submission of the bid the contractor acknowledge and agrees that, should the bid be accepted, the contractor, is an employer on his own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 and amendments thereto and the corresponding Construction Regulation 2003 will ensure that all work to be performed or machinery and plant to be used in the works will be in accordance with the provision of such regulations.
- 5.3 All equipment, machinery, and tools used on site are to be in safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
- 5.4 The Contractor shall conduct his own formal risk assessment on the machine offered by him and add any additional risks identified by him, to this list.
- 5.5 The Contractor is required to prepare and submit with his tender a comprehensive safety case in accordance with the requirements of Act 85 and the Construction Regulations.
- 5.6 The Contractor shall prepare and implement a comprehensive health and safety plan covering all relevant legal safety aspects for their work teams. It shall include details of the Site management structures, all safety legal appointments as well as the written safe working procedures for all equipment used on Site considering the above risk assessments.
- 5.7 The Contractor shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.
- 5.8 A first aid box is to be provided and available at all times on site during the hours and is to comply with the requirements of occupational Health and Safety Act.
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6. CONSTRUCTION

6.1 During the work activity availability and utilization of the machine shall be recorded.

6.1.1 Time shall continuously be recorded for all worked performed. The following types of time activity shall continuously be recorded so as to clearly define what time is available for working.

- To = Shifts (8.0 hours) available per day or 24 hours in cases where the project requires that.
- Tw = Net working time, the amount time the Earthmoving Plant will be working
- Tb = Breakdown of machine

6.1.2 Availability per Earth Moving Plant will be calculated as:
$$\text{Availability} = (To - Tb)/To$$

6.1.3 Monitoring of machine utilization will be calculated as:
$$\text{Utilization (U)} = Tw/To$$

6.2 The contractor is required to have at least 2 sets of qualified operators per earthmoving equipment because some of the sites will be operating for 24 hours. This means that the first set of operators will work for 12 hours from 06:00 – 18:00 and the second set will start from 18:00 – 06:00 (12 hours) throughout the project as and when required by the Service Manager.

6.3 Breakdown time (Tb)

All Tb per Earth Moving Plant shall be recorded at all times.

6.4 Where an Earth Moving Plant becomes unreliable and continues breaking down and results in insufficient production, the *Service Manager* may decide on placing the Earth Moving Plant on breakdown until such time that the *Contractor* can prove that the Earthmoving Plant can be consistently available. The Earth Moving Plant will always be required to produce the required standard of work required at full production rate.

6.5 Where an Earth Moving Plant becomes unreliable and continues breaking down and results in insufficient production, the *Service Manager* may instruct the contractor to replace the Earthmoving plant immediately. The contractor must then replace the Earthmoving plant within 6 hours of receiving instruction.

6.6 The *Contractor* shall provide the *Employer* with the daily production statistics of the work. The production report must be e-mailed to the *Service Manager* at 08:00am on the subsequent day containing statistics prescribed in excel format by the *Service Manager*, in order to evaluate the performance of the previous day of work.

The production report shall be in an agreed-on format providing the following basic type of information:

- a) Tw, To, Tb, of each Earth Moving Plant applicable.
- b) Planned vs Actual
- c) Reasons / comments on production shortfall including minutes per reason.
- d) Graphical presentation of data as and were agreed on.

The report shall be e-mailed daily to the *Service Manager, Supervisor* and nominated *Employer's* representative. Where problems exist of actually transmitting the data, the *Contractor* shall state what measures shall be taken to ensure transmission of data as soon as possible.

6.7 The contractor to ensure that all the Earthmoving plant are always inspected, maintained and repaired, so that maximum availability may be achieved

6.8 The contractor to submit the detailed maintenance plan of all the Earthmoving Plant.

7. PLANT AND EQUIPMENT

7.1 The table below shows the Plant and the number per category required for this contract:

Item No.	Description of Equipment
1	Hire, Truck; Tipper 10m3
2	Hire, Earth Moving; 4x4 TLB
3	Hire, Earth Moving; 4x4 TLB +Pecker
4	Hire,Skid-Steer Loader
5	Hire, Roller; Vibrating 10T
6	Hire, Truck, Tanker; Water 10000L
7	Hire, Machine; Grader 140
8	Hire, Loader, Scoop Type; Excavator 20T
9	Hire, Bulldozer, Earth Moving; D8 Dozer
9	Hire, Loader, Scoop Type; Excavator 25T
10	Hire, Loader, Scoop Type; Excavator 30T
11	Hire, Loader, Scoop Type; Excavator 40T
12	Hire, Loader; 950 Front End
13	Hire,Low Bed Truck
14	Hire,Walk Behind Roller
15	Hire,Compactor Rammer 4 stroke
16	Hire,Jack Hammer Breaker(Heavy duty)
17	Hire,Tractor 4 x 4 (100Kw) with slasher
18	Hire,Crane Truck 30T
19	Hire, Bulldozer, Earth Moving; D6 Dozer
20	Hire, Bulldozer, Earth Moving; D4 Dozer
21	Hire, Truck, Tanker; Water 15000L

- 7.2 No plant or equipment will be brought to site until specifically instructed in writing by the Service Manager.
- 7.3 It is a requirement that only suitably experienced and competent operators and personnel must brought to site.
- 7.4 The contractor is required to give preference to local labour when appointing unskilled labour
- 7.5 All Machinery, tools/equipment, and vehicles of every description necessary for the execution of the works shall be supplied by the Contractor at his cost, complete with fuel, spares, maintenance, and competent operators and legally compliant with all applicable safety legislation. All ancillary and associated equipment together with all transport, accommodations, fuel, lubricants, spare parts for maintenance and repairs and consumables and any other resources necessary for the complete and effective and safe functioning of all Machinery shall be included in this contract to consistently and sustainable operate the machine safely in line with tendered production rates and within available occupation times.
- 7.6 Suitable, adequate, and functional firefighting equipment shall be always available for the duration of the contract, provided by the Contractor at his cost. Competent and trained people shall be appointed and be available to operate such equipment in case of fire.
- 7.7 The Contractor shall take note of all OHE equipment, red and other electrical bonds on the work Site and shall not interfere, damage, or work on them unless under direct supervision of a designated and competent Transnet Freight Rail (TFR) Electrical Officer.
- 7.8 Before doing excavation work anywhere on a work site the Contractor shall be sure to consult on the presence of existing electrical/signal/telecom cables, water pipes or other services with the Service Manager. Only on his specific and written authorization shall any excavation work be carried out.
- 7.9 In the event of contact or damage to any overhead or underground cable on the work site, work shall be stopped, and the work Site evacuated. The Electrical Officer Contracts shall be notified immediately. Only subject to him or other competent Transnet Freight Rail (TFR) Electrical Officer certifying the work Site safe, shall work be allowed to proceed again.
- 7.10 All Contractor's personnel shall be inducted before any works commence. Site access certificates will only be issued after all inductions have taken place. Site access will be denied to the Contractor should the site access certificate not be issued.

8. Penalties (to be determined further – preliminary)

- 8.1 The contractor will be panelised when ever the required plant is brought on site late. The contractor will be given 48 hours (2 Days) notice establish any plant as per the Service Manager's instruction. If the contract fails to establish the plant within 48 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

8.2 Over and above the late delivery penalty, the contractor will also be panelised for breakdowns of each plant/equipment. The availability of each plant will be calculated in percentage as clause 6.1.2 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 formula as stated in clause 6.1.2)	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.