

Part C3.1

Works Information

1.0 BACKGROUND

1.1 Transnet Freight Rail has approximately 4 000 (four thousand) hydraulic and welding tools of various makes and types throughout the Republic of South Africa, which are maintained via Transnet Freight Rail's Infrastructure Maintenance Department.

1.2 Transnet Freight Rail is desirous of having a contract or contracts in place, on an as and when required basis, for the repair and service of the aforementioned hydraulic equipment in accordance with the terms and conditions of these specifications.

2.0 DEFINITIONS

2.1 "As and When Contract"

The Contractor shall be required to repair hydraulic tools on an "as and when" required basis by Transnet Freight Rail, for the full term or duration of the contract and in accordance with the terms and Conditions hereinafter set out.

2.2 "Service Manager"

Refers to the person appointed by Transnet Freight Rail to supervise and take charge of the contract.

2.3 "Distribution Center"

Refers to a national, regional or localised distribution centre. For the purposes of this tender, the Elandsfontein Warehouse distribution centre will initially be utilised (national distribution centre).

Tenderers should note that Transnet Freight Rail **may** choose, during the course of the contract, to utilise a regional or localised distribution centre and tenderers must accommodate for this. An amended repair process, if necessary, will then be communicated to all successful tenderers.

2.4 "Site" or "On-Site"

Means the Infrastructure Maintenance Depot from which the fault and/or damage originated or was reported or where the tool is.

3.0 SCOPE

This document covers Transnet Freight Rail's requirements for the repair and service of hydraulic power tools on an "as and when" contract basis.

4.0 REFERENCE LIST

4.1 The following publications are referred to herein, and shall be deemed to be specifically incorporated into this document: -

Transnet Freight Rail Code 29 procedures and relevant regulations will be applicable.

Legal Safety arrangements and procedural compliance with the Occupational Health and Safety Act.

International design criteria

These machines are designed to ANSI and HTMA specifications and must at all times comply to these specifications

5.0 TENDERING

5.1 Tenders are requested to submit a breakdown of **fixed** prices of the various items as requested in the attached Appendix A of this document. The prices for parts and services **must not** fluctuate over the period of the contract.

5.2 For tendering and adjudication purposes the evaluation of the tender shall, *inter alia*, be based on the breakdown of prices as per the attached appendix for a period of two years.

5.3 Tenderers must indicate whether they wish to tender for the servicing and/or repair of the full range of hydraulic tools or whether they wish to split them in accordance with the type of work they do, and/or services they provide.

5.4 Transnet Freight Rail reserves the right to conclude one or more contracts as result of this tender. Transnet Freight Rail does not bind itself to accept the lowest bid or any offer by a tenderer.

5.5 Transnet Freight Rail shall not disclose the successful tender's tender price or any other tendered prices, as this is regarded as confidential information.

- 5.6 Transnet Freight Rail reserves the right to inspect the tenderer's facilities prior to awarding the contract in order to ensure that it is suitable for the type of repair required.
- 5.7 In exceptional circumstances, Transnet Freight Rail reserves the right to withdraw the tender.
- 5.8 The tenderer shall submit with his tender a schedule of compliance with the clauses of this specification and clearly indicate the extent of non-compliance, if applicable.
- 5.9 Tenderers must submit, with their tenders, full details of their field service organisations and/or agents, if any, as well as their willingness to conform to Transnet Freight Rail's requirements.

Tenderers shall provide in respective quotes for:

- The draining and removal of the hydraulic oil from distribution centre or site.
- The dismantling of the tools and equipment and any other components.
- The lifting and placement of the tool(s) for transportation to Contractors business.
- The commissioning and testing of the hydraulic and welding tool(s).

6. REPAIRING OF TOOLS AND EQUIPMENT

6.1 Upon any failure and/or damage to the hydraulic tool, it shall first be inspected by the depot whereat the fault and/or damage occurred. The depot concerned shall then lodge a fault with the Service Manager who shall be the person responsible for lodging a fault and/or damage with the Contractor in accordance with the fault reporting procedures hereinafter set out.

6.2 Services and Repairs, including inspections by the Contractor as envisaged in clause 7.2 shall be done through the Distribution Centre, as chosen by Transnet Freight Rail, except repairs for the following equipment:

- Hydraulic Rail Bender – **On site** or Distribution Centre
- Welding machines and related equipment – **On site** or Distribution Centre
- Hydraulic Power Pack - On site or **Distribution Centre**

The highlighted options above remains the predominant channel of repair/service for that respective tool. If otherwise, the repairer will be notified by the service manager.

NB: All equipment that is fixed via the distribution centre will have to be fetched from and delivered back to the distribution centre at the repairers cost.

6.3 On review of the repair time of tools and equipment, Transnet Freight Rail reserves the right to request the Contractor to approach other approved sub-contractor(s). The main Contractor shall however be responsible for the successful completion and guarantee of the work carried out by the sub-contractor

6.4 On-site repairs (at depots) should ideally be carried out by designated local agent(s) or field service organisations.

6.5 The Contractor shall submit his transport program accordingly.

6.6 **Fault Reporting**

6.6.1 The Contractor shall conduct an inspection to determine the root cause of failure of the particular tool where-after he shall submit a fault report on his findings and the extent of the damage to the tool with his recommendations so as to prevent future damage.

6.6.2 The fault report, including the schedule of the repair work, costs and repair program specified, should be submitted to Transnet Freight Rail within three working days from the time that the Contractor is in receipt of the equipment.

6.6.3 The Contractor must, with his fault report submit an official quotation, inclusive of all costs and repair time, upon which an official works order, will be created.

6.6.4 The Contractor shall quote separately the labour rates for work not specified in the schedule of prices as per the applicable appendix and the charge rates for material not specified. All labour rates to be in accordance with latest applicable indices.

6.6.5 The Contractor's fault report shall include his recommendation as to whether it is feasible to repair the hydraulic tool or to scrap it. Should the Contractor recommend scrapping then the equipment should forthwith be delivered back to the Distribution Centre of further handling?

6.6.6 For any additional work that is discovered during the repair process the Contractor must submit a further damage report and quote for the additional work. Only after an inspection by Transnet Freight Rail, shall further action be authorised in writing by Transnet Freight Rail and the revised planning date will be approved.

7 SITE WORK

- 7.1 All repairs or servicing to hydraulic tools will, where practicable, be channelled through the Distribution Centre. The onus rests on the successful tenderer to pick up the defective equipment from the Distribution Centre and have it returned back there in its repaired state, unless other logistical arrangements have been agreed upon.
- 7.2 Where there is no other option but for the Contractor to repair on-site, he shall arrange with the on-site staff concerned to co-ordinate the site work that has to be carried out.

8 SERVICE CONDITIONS

- 8.1 All tools and equipment shall be repaired under the conditions required to render the equipment functional for its intended use.

9 HYDRAULIC OIL

- 9.1 Hydraulic oil used in repairs to comply fully with the standard specifications for hydraulic oil used in hydraulic tools.

10 TESTS ON REPAIRED HYDRAULIC TOOLS AND WELDING EQUIPMENT

- 10.1 Upon completion of the repair and/or service of the hydraulic tools and equipment they shall be tested in accordance with the routine tests specified by the manufacturer, and must withstand those tests.
- 10.2 These tests shall be carried out at the Contractors premises. If the Contractor does not have the facilities to carry out the required tests, he shall arrange to have the tests conducted elsewhere. The cost for the tests shall be included in the official quotation.
- 10.3 The Contractor shall submit test certificates of the test results to the Transnet Freight Rail Service Manager when required by the Services Manager.

11.0 INSPECTION

11.1 Transnet Freight Rail reserves the right to be present during repair and/or service of the tools and equipment and the testing thereof, therefore Transnet Freight Rail must be advised timeously of the dates of commencement of the repair work and of testing in the event of it being to the advantage of Transnet Freight Rail and/or being requested.

12.0 CORROSION PROTECTION AND PAINT FINISH

12.1 All external painted surfaces shall be finished with an acceptable outer coat colour to match the existing finish.

12.2 All unpainted surfaces such as aluminium, hardened steel, plastic and chrome shall be inspected for cracks and damage, other than fair normal wear and tear.

13.0 PACKING

13.1 The hydraulic tools and equipment shall be packed in such a manner that they shall not sustain damage during handling and transportation, and precautions shall be taken to ensure that moisture cannot enter these units.

13.2 The hydraulic tools and equipment shall be transported back to site filled with oil and ready for service in all respects.

14.0 GUARANTEE

14.1 The Contractor shall guarantee the repaired tools and equipment against faulty workmanship and material for a period of 6 months from date of repair.

15.0 QUALITY ASSURANCE

15.1 The Tenderer shall indicate at the tendering stage what steps have been taken to implement a Quality System in terms of ISO 9002 and shall submit a Quality Plan.

16.0 SAFE WORKING

16.1 The Contractor and/or his sub Contractor shall be required to work in accordance with the Occupational Health and Safety Act 85 of 1993.

17.0 **INSURANCE**

17.1 The Contractor is to provide insurance cover for tools and equipment whilst in his possession for repair.

18.0 **Delivery Times & Spares**

18.1 Tenderers are to submit a schedule of delivery times for equipment tendered for i.e. average time (in days) taken to have fixed equipment ready for delivery back to Transnet Freight Rail from the date of acceptance of quote or authorisation for work to be done (assuming the equipment is in the possession of the supplier).

18.2 To ensure operational continuity of Transnet Freight Rail, repairers are required to stock a **full range of new** (refurbished parts are not acceptable) parts for the equipment tendered for.

18.3 Notwithstanding clause 18.2, it is compulsory for all repairers to notify the contract manager of any delays that might prevent a piece of equipment from being fixed and delivered within 10 working days of receipt of the defective piece of equipment. The notification must be in writing and must explain in full why the delay occurred, by what date Transnet Freight Rail can expect the equipment to be repaired and delivered and what measures have been put in place by the repairer to prevent a similar occurrence/delay in the future.

19.0 **PENALTIES**

19.1 No penalties are applicable to this contract

20.0 **Internal Dispute Resolution Process**

20.1 In the event of a dispute arising, the Parties agree to resolve the dispute as per the Internal Dispute Resolution Process described below.

20.2 When the dispute arises, the details of the dispute must be explained formally and clearly, in writing, by the aggrieved Party to the other Party.

20.3 A meeting will be arranged within 10 working days by the Transnet Freight Rail contract manager and it will be held at a Transnet office. Once a date and time has been agreed upon, the address of the venue will be communicated to the Contractor.

20.4 Representatives from both Transnet Freight Rail and the Contractor (max of three per side) will have to attend the meeting. The purpose of the meeting will be to try and settle the dispute amicably.

20.5 In the event that no settlement/agreement can be reached, the dispute will be escalated for external dispute resolution as provided for in the Dispute Resolution clause Option W1 NEC Contract.

21.0 PARTICULAR SPECIFICATIONS

21.1 Generic specifications:

- BBB1485 Version 1 : Compact mechanised welding unit for hard facing and repair of profiles and crossings.
- BBC1891 Version 1 : Specification for a hydraulic power supply unit.
- BBC7681 Version 1 : Specification for a hydraulic tie tamper.
- BBC7682 Version 1 : Specification for a hydraulic rail drill.
- BBC7683 Version 1 : Specification for a hydraulic 25.4mm (1") impact wrench.
- BBC7684 Version 1 : Specification for a hydraulic reversible rail saw.
- BBC7685 Version 1 : Specification for a hydraulic jack.
- BBC7687 Version 1 : Specification for a hydraulic angle grinder.
- BBC8101 Version 1 : Specification for a hydraulic driven rail crossing grinding machine.
- BBC8103 Version 1 : Specification for a hydraulic driven rail profile grinding machine.
- BBC8795 Version 1 : Specification for a hydraulic 12.7 (½") impact wrench.
- BBD5118 Version 1 : Specification for a hydraulic driven, double bladed weld shearing machine.
- E4E (August 2006) : Safety arrangements and procedural compliance with the occupational health and safety act (Act 85 of 1993) and applicable regulations.