**DRAFT SPECIFICATION – SUBJECT TO CHANGE**

**1. INTRODUCTION**

1.1 The Felixstowe Dock and Railway Company (“the Purchaser”) requires the supply of on-site diesel engine fitting services as more particularly described in paragraph 2 below (the “Services”) in respect of the following equipment (“Equipment”):

Rubber tyred gantry cranes (“RTG’s”), emergency generator standby sets and specialist engine diagnostic services for industrial tractor units (internal tractors IT’s’s’) including:-

85 x RTG’s;

21 x Emergency generator standby sets;

6 x Heavy Fork lifts

Miscellaneous Port related plant and equipment

The above may be supplemented or otherwise updated by the Purchaser from time to time in its sole discretion, including industrial tractor units.

1.2 The Purchaser may require the Contractor to carry out additional diesel engine fitting related services (“Additional Services”).

1.3 The Contractor will be required to attend a mandatory Health and Safety induction prior to obtaining an IDACS security pass card. No access to secure areas shall be granted without a pass card.

1.4 The Contractor will be required to supply the tools and equipment listed in Appendix 2, the cost of which is included in the Annual Fee detailed in Appendix 3.

1.5 All of the personnel allocated to perform the Services will need to be in possession of Port operating licences for specified RTG’s for the purpose of maintenance services and machine testing.

The Purchaser will organise and be responsible for the appropriate testing to gain licences but any costs associated with training personnel to the acceptable standard will be the responsibility of the Contractor. These costs will be calculated on an hourly basis with the Port’s training department following an initial competency assessment, typically this requirement would be estimated at the cost of £35.00 p/hour.

1.6 All of the personnel allocated to perform the Services will need to be in possession of Port operating licences for specified mobile elevating work platforms (“MEWP’s”) for the purpose of maintenance services and machine testing. The Purchaser will organise and be responsible for the appropriate testing to gain licences but any costs associated with training personnel to the acceptable standard will be the responsibility of the Contractor.

These costs will be calculated on an hourly basis with the Port’s training department following an initial competency assessment, typically this requirement would be estimated at the cost of £35.00 p/hour.

1.7 The Contractor’s performance will be measured in accordance with the Key Performance Indicators, as set out in Schedule 5 of the Form of Contract.

1.8 Hereafter, any defined terms used in this Appendix 1 (Specification) have the same meaning as those in the Form of Contract, unless otherwise defined herein.

1.9 The Effective Date of the Agreement will be 1st January 2020.

**2. SCOPE OF SERVICES**

2.1 The Contractor will provide the Purchaser with onsite professional diesel engine fitting services for 80 hours each week i.e. 2 men x 8 hours/day (07:30 to 16:30 inclusive of one hour unpaid meal break from 13:00 to 14:00) x 5 days Monday to Friday for 50 operational weeks per year (weeks 2 to 51 inclusive) or as otherwise specified by the Purchaser. The Contractor will need to be flexible with the attended hours and some weekend working may also be required to meet the needs of the Purchaser. In particular the Contractor will be required to comply with or carry out the following as part of the Services:

(a) Perform prescribed routine services and maintenance on all types of RTG’s engine alternator sets, emergency standby generators across the Port estate and miscellaneous Port related plant and equipment. Report any major defects found to the Purchaser. Complete all associated service repair documentation as instructed by the Purchaser, this will include updating of the Company Engineering Management and Information System, Maximo

(b) Perform prescribed routine repairs on all types of RTG’s engine alternator sets, emergency standby generators across the Port estate and miscellaneous Port related plant and equipment. Report any major defects found to the Purchaser. Complete all associated service repair documentation as instructed by the Purchaser. Supply replacement engine components for essential repairs, to be itemized and invoiced at agreed procedure.

(c) Examine, test and maintain RTG’s engine alternator sets, emergency standby generator sets across the Port estate and miscellaneous Port related plant and equipment. Including all engine control and auxiliary services connected including electric alternators/generators, couplings, drive shafts etc. Complete all associated service repair documentation as instructed by the Purchaser.

(d) Ensure that all appropriate warning signs, reflectors etc. are up to standard. Check that identification signs (asset numbers) are legible.

(e) As instructed by the Purchaser carry out modifications to RTG’s, engine alternator sets and emergency standby generators across the Port estate and miscellaneous Port related plant and equipment to adapt for specific usage.

(f) Report, via Engineering Planning staff, when there is a need for specialist help to undertake repairs on the Equipment concerning the provision of Port staff as required e.g. electrical control, machine controls or auxiliary support equipment.

(g) Comply with all requirements for completing reports, records, requisitions, time sheets etc.

(h) Maintain cleanliness and tidiness in respect of:-

i) own work areas, designated work areas within operating terminals, maintenance pads, workshops and maintenance e.g. work bench, tools and equipment etc.; and

ii) Equipment/plant being work on.

(i) At all times comply with current Health and Safety at Work legislation, prevailing regulations and associated Purchaser policies.

(j) Participate in any training and product knowledge development activities for self and others as directed.

(k) Make optimum use of all technical literature, special tools etc. and contribute to keeping the same serviceable and secure.

(l) Hold driving licence and be prepared to be trained to drive designated plant and equipment as detailed by the Purchaser for completion of the Services, maintenance and maneuvering of RTG’s, and associated equipment.

(m) The Contractor will provide suitably qualified regular staff members and will provide suitably qualified staff to cover annual leave. In the event of sickness of the regular staff the Contractor will provide replacement suitably qualified staff at agreed notice periods of not less than 48 hours.

(n) The Contractor will provide the tools and equipment listed in Appendix 2 which will be available at all times.

(o) The provision of any Services, as requested by the Engineer for any department or associated company within the Purchaser’s group of companies.

(p) The provision of any Services, as requested for, on behalf of or by a third party and approved by the Engineer.

(q) As Equipment availability is a prime objective the Contractor will be required to respond to any breakdown with the minimum of time loss. Outage times are to be kept to a minimum with backlogs closely monitored and reported.

(r) The Contractor shall analyse, price and provide a quotation on any Additional Services as requested by the Purchaser. The Purchaser may acquire any Additional Services from any third party and any Additional Services required will be subject to the Purchaser’s purchasing policy with regard to tender thresholds for the relevant year.

(s) As requested and in liaison with the Engineer, provide support to any defect, repair or otherwise to enable the smooth passage of cargo through the Port.

(t) As required, assist with the compilation of future capital, refurbishment or other major works.

(u) Via the Engineer, identify, justify and seek authorization to alter the spare parts stock holding.

(v) As requested and as deemed necessary, provide input and resources to any warranty, insurance or other reimbursable defect or claim.

(w) Via the Engineer, provide input in the development and updating of the health and safety policies and codes of practices of the Purchaser and the Port.

(x) Any defect, incidence or accident outside the norm must be reported to the Engineer prior to any work being undertaken.

(y) Ensure that a representative of the Contractor is contactable at all times.

(z) All Equipment must be tested and proved fully operational following repair. Re-work is not acceptable and quality of work is a pre-requisite.

(aa) Where recurring faults appear, the Contractor shall bring these to the Engineer’s attention on a minimum weekly basis and input as necessary in designing out the problem.

(bb) Such other services as may be requested by the Purchaser from time to time.

**3. THE SITE AND HEALTH AND SAFETY**

3.1 Port Regulations

The Contractor shall at all times comply with the Health and Safety at Work Act 1974, as well as the Port of Felixstowe Engineering safe code of practice. On commencement of the Services, the Contractor's Safety Officer shall report to the Purchaser’s Safety Office to confirm understanding of all relevant requirements for the specific area of work.

Heavy plant will be working on the Port and, accordingly, the Contractor shall exercise due care and attention at all times in access to and from the Sites. The Contractor shall request notification of acceptable routes and shall liaise with the Purchaser on use of such routes.

3.2 Damage to Shipping or Shore Facilities

The Contractor shall take every precaution to prevent injury to personnel and damage occurring to shipping and Port facilities of every kind during the execution of the Services and shall forthwith repair, make good and defray any loss, damage, cost, claim, charges or expenses incurred by or in consequence of any such damage or injury.

3.3 Site Vehicles

All vehicles supplied by the Contractor will have to meet and be maintained to MOT standard and carry a valid certificate of compliance.

3.4 Drivers

Any driver of site vehicles supplied by the Contractor will need to conform to statutory, legal, the Purchaser’s standards including the Engineering safe code of practice and carry a valid certificate of compliance.

3.5 Equipment on Loan/Hire

In the event of the Contractor using the Purchaser’s plant on loan or hire, the Contractor must effect the necessary insurance to indemnify the Purchaser against all third party claims. The Contractor will accept prime responsibility for the safety of lifting equipment and method of work.

3.6 Health and Safety

3.6.1 For safety reasons (e.g. fire risk or emergency access), any instructions issued by the Purchaser's statutory Safety, Fire or Police Officers must be obeyed. Subject only to the demands of an emergency, the Contractor will as soon as practicable notify the Engineer of the events, and instructions received, for record purposes.

3.6.2 The Contractor shall provide all equipment and facilities necessary to fulfil any statutory obligations (current issues) on matters relating to safety, health and welfare.

3.6.3 The Contractor shall conduct its and its sub-contractors’ activities so that equipment, working conditions and methods are safe and without risk to the health of its own and the Purchaser’s employees and other persons at the Port.

3.6.4 The Purchaser shall provide the Contractor with a copy of its safety policy and the name of the person responsible for Site safety.

3.6.5 Persons employed by the Contractor at the Sites shall comply with all emergency requirements to evacuate areas as directed by a Purchaser’s official and inform that official, as soon as practicable, of any person employed by, or sub-contracted by, the Contractor who is missing from that evacuation.

3.6.6 The Contractor shall inform the Purchaser orally (followed by confirmation in writing) of any legally notifiable accident or occurrence, within the Contractor’s area of responsibility. Such notification will include confirmation of notification to the Health and Safety Executive. Similarly, the Contractor shall report any damage to property arising from the performance of the Services or Additional Services immediately.

3.6.7 The method of working is to be discussed prior to the commencement of Services or Additional Services so that any areas of particular or unusual danger may be identified and an appropriate safe system of work agreed accordingly.

3.6.8 Prior to undertaking any Services or Additional Services, the Contractor shall supply the Purchaser with risk assessments and method statements for all the anticipated types of specific tasks.

3.6.9 The Contractor shall enforce a Safe Working Practice whereby no working on ‘live’ electrical circuitry is allowed without specific authorised permission and a lockable isolation means is provided to protect ‘dead’ circuits. The Company Electrical Safety Rules shall be followed at all times.

3.6.10 The Contractor shall report any failure of the electrical supply to the main isolating switch at any Site immediately to the Engineer.

3.6.11 The Purchaser operates and enforces mandatory wearing of eye protection when in attendance of an engineering work area and a 'Safety Helmet' rule on any site where there is any danger of head injury and a 'High Visibility Clothing' rule within all operational areas. This is a statutory obligation under the Port’s Engineering safe code of practice which applies to all persons on the Port without exception.

3.7. Pollution

3.7.1 Without prejudice to any other provisions of the Agreement, the Contractor shall take all necessary precautions in connection with any underground water resources (including percolating water), rivers, streams, waterways, drains, watercourses, lakes, ditches, reservoirs and the like to prevent:

(a) any interference with the supply to or abstraction from such sources;

(b) silting;

(c) erosion of their beds and banks; and

(d) pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal, aquatic or plant life.

3.7.2 The Contractor shall take all necessary measures to prevent damage, loss, injury, or nuisance caused by mud, dirt, stones or other material used or generated in connection with the Services and Additional Services. This shall include but not be limited to ensuring that no fuel or lubricant, mud, drift, stones, or other material is spilled or deposited on the highway whether or not it is open to traffic.

3.8 Environment

During performance of the Services and Additional Services on the Sites, the Contractor shall take all reasonable steps to minimise wind-borne pollutants and debris.

The Contractor shall provide the Services with due regard to conservation of energy, and promote awareness and personal responsibility of its employees on environmental issues.

3.9 On site Premises

The Contractor will be required to supply on-site premises with engineers mess-room and parts storage and, if requested by the Purchaser, will be required to enter into a Licence to Occupy relating to such premises – see Schedule 9 of the Form of Contract.

**APPENDIX 2**

**TOOLS AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR**

The following tools and equipment shall be provided by the Contractor and available at all times. The costs of which are included in the Annual Fee detailed in Appendix 3:

1. Two (2) service vehicles equipped with engineers hand tools.

2. On-site premises with engineers mess room and parts storage.

3. Access to software of every Volvo Penta EC.U. and C.U.I. programmes.

4. Deep Sea communication software and lead.

5. Volvo Penta diagnostic equipment (VODIA) with access to Volvo Penta monthly software updates (Vodia 5 for tractor units).

6. Computer link to Volvo Penta network for 24 hour technical and parts support in real time.

7. Access to special tools for all Volvo Penta engines on site covered by this Agreement.

8. Scania “Ecom User” software (diagnostics and programming).