

ANNEXURE A

TRANSNET NATIONAL PORTS AUTHORITY

A DIVISION OF TRANSNET LIMITED

PROVISION OF CLEANING PLANT & EQUIPMENT ON AN ADHOC BASIS FOR CIVIL MAINTENANCE WORKS AT THE PORT OF RICHARDS BAY; KWAZULU, NATAL

PART A: GENERAL

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A1 SCOPE OF WORK

This contract covers the hiring of cleaning plant & equipment to maintain septic tanks and that are not connected to the sewer system as well as unblock drainage on an “ad hoc basis” in the Port of Richards Bay, hereinafter referred to as the " Day 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.

The plant schedule lists a variety cleaning plant and equipment as listed below;

- Vacuum tankers (honey suckers) capacity min 10 000
- Super suckers: capacity: min 10 000l
- Jetting machines
- High pressure compressor (350-750 cfm)
- Drive unit for submersible pump (7hp)
- Labour rate

A2 BUSINESS NAME

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

A3 CONTRACT PERIOD

A3.1 The period of this Contract would be **Twenty-Four (24) 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 16 December to 5 January, both days included, if it falls within these periods.

A4 PENALTIES FOR LATE COMPLETION

A4.1 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 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.

<u>Stage</u>	<u>Penalty</u>
Works	R 1 000.00 per hour

A5 ADVANCE PAYMENT FOR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR

A5.1 No advance payment, for plant and/or equipment supplied by the Contractor as part of the Day Works, will be made by Transnet.

A5.2 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.

A6 INSURANCE AGAINST PERILS INSURABLE THROUGH SASRIA

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

A7 SCHEDULE OF QUANTITIES

A7.1 The Contractor shall submit with the tender a complete and detailed priced schedule for the Day Works.

A7.2 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.

A8 DAY WORK

A8.1 Cleaning Equipment Hire Schedules

The Contractor shall complete the schedules for cleaning equipment hire and quote as per the Schedule of quantities.

The plant schedule lists a variety cleaning plant and equipment

Schedule A

- Vacuum tankers (honey suckers) capacity min 10 000
- Super suckers: capacity: min 10 000
- Jetting machines
- High pressure compressor (350-750 cfm)
- Drive unit for submersible pump (7hp)
- Labour rate

The Contractor shall detail and provide a rate only for schedule of cleaning plant and equipment proposed to be supplied.

A8.2 Response Time

The Contractor shall respond within **48 hours** on planned job and / or **60 minutes** on breakdowns.

Should the Contractor failed to do as Clause A8.2, the Project Manager shall be notified immediately for alternative arrangements.

A8.3 Quantities Provisional

The quantities provided for plant and equipment hire are provisional.

A8.4 Notification to the Supplier

The supplier;

- Must only quote for a plant to be supplied.
- Must include Operator, Operator's Assistant and "wet" rates (fuel and oil).
- Is responsible for repairs and maintenance.
- Must have their own insurance, TNPA will not be responsible for any kind of damage to the plant or injury to the operator.
- Should take note that on rainy days the plant would be paid standing time rate.
- In terms of labour;
 - ✓ Hire rate for labour must include PPE to be worn during cleaning of sewer pumps.
 - ✓ Minimum of 2 and maximum of 4 labourers would be required.

A9 SITE ARRANGEMENTS

A9.1 Access to site

Access to the worksites shall be through the Bayvue entrances to the Port.

A9.2 Construction Site

No construction site / Site establishment shall be necessary.

A9.3 Entrance Security Permits

The Contractor shall take out temporary entry permits for all staff working within the Port. All costs incurred shall be borne by the Contractor or his/her staff and shall be included in the tendered rates.

A9.4 Damage to Existing Structures

The Contractor shall be held responsible for any damage to existing Infrastructure; fair wear and tear accepted 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.

A9.5 Access to Services

A9.5.1 Electricity, Water, Refuse Removal, Telephone etc.

The Contractor shall make own arrangements for the supply of electricity and a telephone, if required for use during contract. The Contractor may draw water free of charge from available water points on the worksites for contract purposes.

A9.5.2 Housing

The Contractor shall be required to make his/her 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 in the Port Area.

A9.5.3 Communication with Port Authority

All correspondence / applications / notices with the Port Authorities shall be directed through the Project Manager.

A9.6 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.

The contractor shall comply with all the Occupational health and safety requirements as stipulated by OHS Act 85 of 1993 and Regulation, as amended as well as any other relevant legislation and must submit safety file through TNPA Project manager to TNPA Risk Department for review and approval prior to commencement of any works.

The contents of the safety file will be communicated to the awarded Service provider through TNPA Project manager.

Environmental Requirement

The company must have a schedule trade permit that will allows them to discharge at the local municipality macerator.

A9.7 Safety Induction

The Contractor shall arrange that his staff attend the Transnet National Ports Authority Safety Induction Course. The duration will be a maximum of 4 hours and no charge will be levied by the Transnet National Ports Authority. The Contractor shall not be entitled to claim for loss of production whilst staff are attending the course.

A10 INSURANCE PROVIDED BY THE EMPLOYER

No insurance will be provided by the Employer. The Contractor is required to provide an All-Risk Insurance and this must be included on the tendered rates.

The All-Risk Insurance for the works must be provided within 14 days after signing of the Contract with the Employer. This must be kept inforce until the Completion of the project

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PART B: CLEANING PLANT & EQUIPMENT SPECIFICATION

PART B: CLEANING PLANT & EQUIPMENT HIRE

1. CLEANING PLANT & EQUIPMENT	
1.1 VACUUM TANKERS (HONEYSUCKERS)CAPACITY MIN 10 000L	RATE (VAT EXCLUSIVE)
HIRE RATE/LOAD	
STANDING TIME - RATE /HOUR	
AFTER-HOURS CALL-OUT RATE/LOAD	
% RATE ADJUSTMENT A/HOURS	
LOAD HIRE RATE: PUBLIC HOLIDAYS	
MINIMUM RENTAL PERIOD	
NORMAL WASTE OFFLOADING RATE PER LOAD	
HAZARDOUS WASTE OFFLOADING RATE PER LOAD	
1.2 SUPER SUCKERS: CAPACITY: MIN 10 000L suction inlet to be 6"	RATE (VAT EXCLUSIVE)
HIRE RATE/ LOAD	
STANDING TIME - RATE /HOUR	
AFTER-HOURS CALL-OUT RATE/ LOAD	
% RATE ADJUSTMENT A/HOURS	
LOAD HIRE RATE: PUBLIC HOLIDAYS	
MINIMUM RENTAL PERIOD	
NORMAL OFFLOADING RATE PER LOAD	
HAZARDOUS WASTE OFFLOADING RATE PER LOAD	
1.3(a) JETTING MACHINES: 16-25 Bar with 25mm pressure pipe - including different nozzles - self feed with root cutter - reach of at least 100 - 150m - Small to medium size pipes (110 - 800mm) - Dirt Low to medium - Including water tank 5000l or larger.	RATE (VAT EXCLUSIVE)
HIRE RATE/HOUR	
STANDING TIME - RATE /HOUR	
AFTER-HOURS CALL-OUT RATE	
% RATE ADJUSTMENT A/HOURS	
HOURLY HIRE RATE: PUBLIC HOLIDAYS	
MINIMUM RENTAL PERIOD	

1.3(b) JETTING MACHINES >26 Bar with 32mm pressure pipe - including different nozzles - self feed with root cutter - reach of at least 100 - 150m - Medium to large size pipes (250 - 1000mm) - Major cleaning High - Including water tank 5000l or larger. (Contractor to collect at designated point - Council will supply water)	RATE (VAT EXCLUSIVE)
HIRE RATE/HOUR	
STANDING TIME - RATE /HOUR	
AFTER-HOURS CALL-OUT RATE	
% RATE ADJUSTMENT A/HOURS	
HOURLY HIRE RATE: PUBLIC HOLIDAYS	
MINIMUM RENTAL PERIOD	
1.4 HIGH PRESSURE COMPRESSOR (350-750 CFM) including Water Tanker	RATE (VAT EXCLUSIVE)
HIRE RATE/HOUR	
STANDING TIME - RATE /HOUR	
AFTER-HOURS CALL-OUT RATE	
% RATE ADJUSTMENT A/HOURS	
HOURLY HIRE RATE: PUBLIC HOLIDAYS	
MINIMUM RENTAL PERIOD	
1.5 DRIVE UNIT For Submersible Pump (7HP)	RATE (VAT EXCLUSIVE)
HIRE RATE/HOUR	
STANDING TIME - RATE /HOUR	
AFTER-HOURS CALL-OUT RATE	
% RATE ADJUSTMENT A/HOURS	
HOURLY HIRE RATE: PUBLIC HOLIDAYS	
MINIMUM RENTAL PERIOD	
1.6 HIRE LABOUR (Including PPE)	RATE (VAT EXCLUSIVE)
HIRE RATE/HOUR	
STANDING TIME - RATE /HOUR	
AFTER-HOURS CALL-OUT RATE	
% RATE ADJUSTMENT A/HOURS	
HOURLY HIRE RATE: PUBLIC HOLIDAYS	
MINIMUM RENTAL PERIOD	