

**TRANSNET NATIONAL PORTS AUTHORITY**

**TENDER No. RFQ**

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**PROVISION OF HEAVY EARTH MOVING PLANT ON AN "*AD HOC*" BASIS FOR A  
PERIOD OF SIXTY (60) MONTHS FOR CIVIL MAINTENANCE WORKS IN THE PORT  
OF RICHARDS BAY.  
CONTRACT SPECIFICATION**

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## A1 SCOPE OF WORK

This contract covers the provision of heavy earth moving plant on an "AD HOC" basis for a period of Sixty (60) months for Civil Maintenance works in the Port of Richards Bay, 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.

## 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 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

## A4 CONTRACT PERIOD

Transnet requires that the Works be carried out for Sixty **(60) 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.

## A5 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.

<u>Stage</u>	<u>Penalty</u>
Works	R5000.00 per day

## **A6 SITE ARRANGEMENTS**

### **A6.1 Access to site**

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

### **A6.2 Construction Site**

No construction site shall be necessary.

### **A6.3 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.

### **A6.4 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.

### **A6.5 Services**

#### **A6.5.1 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 may draw water free of charge from available water points on the worksites for contract purposes.

#### **A6.5.2 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 in the Port Area.

#### **A6.5.3 Communication with Port Authority**

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

## **A6.6 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.

## **A6.7 Safety Induction**

The Contractor shall arrange that his/her 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.

## **A7 SITE BOOKS**

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

### **A7.1 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.

### **A7.2 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.

## **A8 ADVANCE PAYMENT FOR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR**

- A8.1 No advance payment, for plant and/or equipment supplied by the Contractor as part of the Works, will be made by Transnet.
- A8.2 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.

## **A9 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.

## **A10 SCHEDULE OF QUANTITIES**

- A10.1 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 ink) for the Works.
- A10.2 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.

## **A11 DAYWORK**

### **A11.1 Plant Hire Schedules**

The Contractor shall complete the schedules for plant hire and quote the hourly rates. The contractor must complete the price, including escalation for year 2, year 3, year 4, and year 5.

The plant schedule lists a variety of plant items:

#### **Schedule A: Heavy Plant**

- Articulated dump truck (16 m<sup>3</sup>)
- Wheeled dozers
- 20-ton tracked excavators
- 20-ton tracked excavators with long reach boom
- Grader Min Size140 (Fourteen Foot Blade)
- 2x4 tractor loader backhoe
- 4x4 tractor loader backhoe
- Padfoot/tamping roller
- Self-propelled smooth roller, approx. 10 tons
- 2-ton double drum roller
- 16 m<sup>3</sup> double differential tipper trucks

- 10 m<sup>3</sup> double differential tipper trucks
- 10,000-liter water tanker
- 16,000-liter potable water tanker
- Truck-mounted crane with a minimum 5-ton capacity
- 22-ton flatbed trailer
- Extendable 18-meter flatbed trailer
- Skid-steer loader
- Double differential truck industrial road sweeper
- 2,000-liter mobile water tanker with a suitable pump
- 17-meter towable/trailer-mounted cherry picker
- 22-meter towable/trailer-mounted cherry picker
- Hand-push cold paint road marking machine
- Hand-push thermoplastic paint road marking machine
- Asphalt paver machine
- Milling machine
- Bitumen hand sprayer
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#### A11.2 Response time

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

#### A11.3 Notification to the Supplier

The plants should be operated by a competent operator with a relevant certificate.

### **A12 FOR THE HEAVY EARTH MOVING PLANTS, THE SUPPLIER:**

- Must only quote for a plant to be supplied.
- Must include operator and "wet" rates (fuel and oil).
- Is responsible for repairs and maintenance and recovery of the plant.
- Must have their own insurance; TNPA will not be responsible for any damage to the plant or injury to the operator.
- Should take note that on rainy days the plant would be paid half the normal hourly rate.

## A12 SAFETY HEALTH AND ENVIRONMENTAL FILE REQUIREMENTS FOR THIS PROJECT

Upon awarding of the tender, the service provider will be expected to submit a safety file completed with all required documents.

<b>CONTRACTOR REQUIREMENT</b>	
<b>1.</b> 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)	
<b>2.</b> Contractor scope of work information (Company Profile)	
<b>3.</b> 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>	
<b>4.</b> Application for a permit to do construction work <i>(if applicable)</i>	
<b>5.</b> Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.	
<b>MANAGEMENT PLANS</b>	
<b>6.</b> Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers	
<b>7.</b> Approved Contractor Execution Plan correlating with Specification provided by Transnet (i.e. Approved health and safety plan, environmental plan, security plan etc.)	
<b>8.</b> Contractors Health and Safety Policy	
<b>9.</b> Site Specific Emergency Plan	
<b>10.</b> Contractors Traffic Management Plan (if applicable)	
<b>11.</b> Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet <i>(if applicable)</i> .	
<b>APPOINTMENTS</b>	
<b>12.</b> Fully completed appointments of the following (depends on the scope of work) but not limited to:	
• Sec. 16(2) – Delegated Authority (Assistant to the CEO)	
• CR 8(1) – Construction Manager	
• CR 8(7) – Construction Supervisor	
• CR 8(8) – Assistant Construction Supervisor	
• CR 8(5) – Construction Safety Officer	
• CR 9(1) – Risk assessment	
• CR 10. (1)(a) – Fall Prevention Planner <i>(if applicable)</i>	
• CR 10.(2)(b) (fall risk) Physical & Psychological fitness	
• CR 23.(d)(k) – Vehicle operator and Inspector	
• GSR 3.4 – First aider	
• CR 29 (h) – Fire Fighter	
• Sec 24, GAR 9(2) – Incident Investigator	
• CR 13(1)(a) – Excavation Supervisor	
• CR 28(a) – Stacking and Storage Supervisor	
• CR 12(1) – Temporary works designer	
• CR 14(1) – Demolition work supervisor	
• CR 16(1) – Scaffolding work supervisor	
• CR 17 (1) – Suspended platform work supervisor	
• CR 18(1)(a) – Rope access supervisor	



<ul style="list-style-type: none"> <li>• CR 19(8)(a) – Material host Inspector</li> </ul>
<ul style="list-style-type: none"> <li>• CR 20(1) – Bulk mixing plant supervisor</li> </ul>
<ul style="list-style-type: none"> <li>• CR 21(2) – Explosive actuated fastening devices inspector</li> </ul>
<ul style="list-style-type: none"> <li>• Sec 17(1) – SHE Rep (more than 20 employees)</li> </ul>
<ul style="list-style-type: none"> <li>• GSR 13(a) – Ladder Inspector</li> </ul> <p>An abbreviated CV of the above appointed persons shall be attached to the appointment. Competency certificates will also be attached as required in specifications</p>
<b>13.</b> Elevated work training (Rescue/ Safety harnesses) – accredited Training ( <i>If applicable</i> )
<b>14.</b> Fall Protection Plan by competent person / Rescue Plan ( <i>If applicable</i> )
<b>15.</b> Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.
<b>16.</b> 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, confined spaces, working at heights, 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.
<b>17.</b> PPE Policy and most recent issue register.
<b>INDUCTION</b>
<b>18.</b> Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:
<ul style="list-style-type: none"> <li>• Employee Dossier with applicable documentation;</li> </ul>
<ul style="list-style-type: none"> <li>• Proof of site-specific induction;</li> </ul>
<ul style="list-style-type: none"> <li>• Copy of ID Document;</li> </ul>
<ul style="list-style-type: none"> <li>• Legal Letter of Appointment;</li> </ul>
<ul style="list-style-type: none"> <li>• Proof of competence i.e.: Artisans, drivers, operators etc.;</li> </ul>
<ul style="list-style-type: none"> <li>• Valid medical certificate of fitness done by an Occupational Health Practitioner (i.e. Annexure 3 for construction work)</li> </ul>
<b>REGISTERS</b>
<b>19.</b> 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:
<ul style="list-style-type: none"> <li>• Site visitors register</li> </ul>
<ul style="list-style-type: none"> <li>• Excavation Inspection Register</li> </ul>
<ul style="list-style-type: none"> <li>• Hand tools Inspection register</li> </ul>
<ul style="list-style-type: none"> <li>• Barricading Inspection Register</li> </ul>
<ul style="list-style-type: none"> <li>• Traffic Inspection Register</li> </ul>
<ul style="list-style-type: none"> <li>• Mobile Toilet Inspection Register</li> </ul>
<ul style="list-style-type: none"> <li>• Daily Risk Assessment and Toolbox Talk</li> </ul>
<ul style="list-style-type: none"> <li>• PPE Inspection Register</li> </ul>
<ul style="list-style-type: none"> <li>• First Aid kit Inspection Register</li> </ul>
<ul style="list-style-type: none"> <li>• Fire Fighting Equipment Register</li> </ul>
<ul style="list-style-type: none"> <li>• Portable electrical Equipment Register</li> </ul>
<ul style="list-style-type: none"> <li>• Pneumatic Tool Register</li> </ul>
<ul style="list-style-type: none"> <li>• Compressor Checklist</li> </ul>
<ul style="list-style-type: none"> <li>• Ladder Inspection Register</li> </ul>
<ul style="list-style-type: none"> <li>• Vehicle Inspection Register</li> </ul>
<ul style="list-style-type: none"> <li>• Working at Height Equipment Register</li> </ul>
<b>INCIDENT/ACCIDENT MANAGEMENT</b>
<b>20.</b> Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents
<b>21.</b> Register of first aid injuries

<b>22.</b> Register of reportable injuries to the Provincial Director
<b>OTHERS</b>
<b>23.</b> Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as:
<ul style="list-style-type: none"> <li>• CR 5.1(k) Principal Contractor appointment</li> <li>• CR 7(1)(c)(v) Sub Contractor appointment</li> </ul>
<b>24.</b> Training Matrix (Management, Supervisors and Employees)
<b>25.</b> Copy of the OHS act and its Regulations, COID Act Regulations