

ANNEXURE A

TRANSNET NATIONAL PORTS AUTHORITY

A DIVISION OF TRANSNET LIMITED

PROVISION OF CRANE ON AN ADHOC BASIS FOR CIVIL MAINTENANCE WORKS AT THE PORT OF RICHARDS BAY; KWAZULU, NATAL

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A1 SCOPE OF WORK

This contract covers the provision of Crane Hire and Rigging Team on an adhoc basis 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 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 CONTRACT PERIOD

The period of this Contract would be **Thirty-Six (36) months from the date of notification of acceptance of tender**, which shall include any statutory holidays 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

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, s/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 | R10 000.00 per day |

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 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 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 quantities in the Schedule of Quantities are estimated and may be more or less than stated. The Contractor shall submit with his tender a complete and detailed priced schedule for the 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 WORKS

A8.1 Crane Hire Schedules

The Contractor shall complete the schedules for crane hire and quote the hourly rates. The rates shall be extended to the amount columns and the total incorporated in the summary of prices.

The Contractor shall detail and provide a rate only for schedule of crane s/he proposes to supply.

A8.2 Response Time

The Contractor shall respond within **24 hours** on planned job and / or **120 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 Provisional Quantities

The quantities provided for crane hire are provisional.

A8.4 Notification to the Contractor

The Contractor;

- Must only quote for a plant to be supplied.
- Has to include operator and “wet” rates (fuel and oil).
- Has to include quotation for rigging team as indicated in the BOQ.
 - ✓ One (1) rigger and two (2) assistants with normalized equipment to 12tons
 - ✓ 2 three (3) man basket with chains, sling and safety harness
 - ✓ Specialized rigging equipment to match 275 tonner cranes
- 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 half the normal hourly rate.

A9 SITE ARRANGEMENTS

A9.1 Access to site

Access to the worksites shall be through the 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 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 his 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.

A9.5.2 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.

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.

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.

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.

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 in force until the Completion of the project

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PART B: CRANE HIRE SPECIFICATION

PART B: PROVISION OF CRANE

| 1. CRANE HIRE | |
|-----------------------------------|-----------------------------|
| 1.1 CRANE HIRE (25 tonner) | 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 | |
| SITE ESTABLISHMENT | |
| | |
| 1.2 CRANE HIRE (30 tonner) | 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 | |
| SITE ESTABLISHMENT | |
| | |
| 1.3 CRANE HIRE (50 tonner) | 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 | |
| SITE ESTABLISHMENT | |
| | |
| 1.4 CRANE HIRE (70 tonner) | 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 | |
| SITE ESTABLISHMENT | |

| | |
|------------------------------------|-----------------------------|
| 1.5 CRANE HIRE (100 tonner) | 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 | |
| SITE ESTABLISHMENT | |
| 1.6 CRANE HIRE (130 tonner) | 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 | |
| SITE ESTABLISHMENT | |
| 1.7 CRANE HIRE (170 tonner) | 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 | |
| SITE ESTABLISHMENT | |
| 1.8 CRANE HIRE (200 tonner) | 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 | |
| SITE ESTABLISHMENT | |
| 1.9 CRANE HIRE (220 tonner) | 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 | |
| SITE ESTABLISHMENT | |

| | |
|--|-----------------------------|
| 1.10 CRANE HIRE (275 tonner) | 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 | |
| SITE ESTABLISHMENT | |
| 1.11 ONE (1) 12ton CRANE WITH DRIVER OPERATOR AND ASSISTANT | 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 | |
| 2. RIGGING TEAM | |
| 2.1 ONE (1) RIGGER AND TWO (2) ASSISTANTS WITH NORMALIZED EQUIPMENT TO 12TONS | 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 (HR) | |
| | |
| 2.2 THREE (3) MAN BASKET WITH CHAINS, SLING AND SAFETY HARNESS | 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 (HR) | |
| | |
| 2.3. SPECIALIZED RIGGING EQUIPMENT TO MATCH 275 TONNER CRANE | RATE (VAT EXCLUSIVE) |
| HIRE RATE/HOUR | |
| STANDING TIME - RATE /HOUR | |
| AFTER-HOURS CALL-OUT RATE | |
| % RATE ADJUSTMENT A/HOURS | |
| HOURLY HIRE RATE: PUBLIC HOLIDAYS | |
| HOURLY HIRE RATE: PUBLIC HOLIDAYS | |
| | |