

## ANNEXURE AA

### TABLE OF CONTENTS

| Items | Description                                         |
|-------|-----------------------------------------------------|
| 1.    | BACKGROUND                                          |
| 2.    | SCOPE OF WORK                                       |
| 3.    | TO BE SUPPLIED BY THE CONTRACTOR                    |
| 4.    | TO BE SUPPLIED BY TNPA PORT OF RICHARDS BAY         |
| 5.    | CONTRACTOR PRICE ADJUSTMENT                         |
| 6.    | INSURANCE                                           |
| 7.    | PENALTIES                                           |
| 8.    | OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) |
| 9.    | GENERAL                                             |
| 10.   | APPROVALS                                           |

## **1. BACKGROUND**

The Transnet National Ports Authority ("TNPA") crafts assist the vessels that call the Port of Richards Bay by means of towing and pushing the vessels, to assist in manoeuvring. Towing is realized by the use of the towing ropes.

## **2. SCOPE OF WORK**

The purpose of this contract is to supply and deliver two (2) towing ropes for TNPA, Port of Richards Bay, as per the specifications listed in the pricing schedule. In addition, the ropes must have excellent abrasion & chemical resistance, and have equal strength when wet or dry.

## **3. TO BE SUPPLIED BY CONTRACTOR**

The Service Provider shall be responsible for the supply and delivery of the two (2) towing ropes in line with the pricing schedule, and further supply TNPA with the certificate of conformance, providing the technical data for the towing ropes.

Should the service provider not supply the certificate of conformance when delivering the towing ropes, TNPA shall not accept delivery of the towing ropes.

The Towing Ropes are to be inspected and tested in accordance to the ISO 9001 Quality Management System and guaranteed in terms of quality, application and durability under normal operational conditions.

## **4. TO BE SUPPLIED BY TNPA PORT OF RICHARDS BAY MARINE SERVICES**

Port of Richards Bay Marine Services will provide access to Small Craft Harbour, the delivery location.

## **5. CONTRACT PRICE ADJUSTMENT**

Price escalation or adjustments after the award shall not be allowed.

## **6. INSURANCE**

The Contractor shall in effect be liable for, in his own interest, any insurance of which he deems necessary to cover any loss and/or damage to TNPA Port of Richards Bay property/assets, against any legal liability for accidental death, injury or damage to third party and/or property arising out of or in connection with the requirements of this contract.

## **7. PENALTIES**

Should the service provider fail to render the service within the agreed scheduled time frame; the service provider shall pay to Transnet as a penalty the sum of R2 500 (two thousand five hundred Rands) for every day during which the service remains not rendered. The delivery date shall be communicated upon issue of the contract.

## **8. OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)**

- The Service Provider is required to obtain TNPA Security access for the Port, prior to the delivery.
- The Service Provider must adhere to all Safety, Health, Environmental and Security requirements of the Port. Failure to do so can and could lead to termination of the contract.
- The Service Provider's employees are to be equipped with the necessary Personal Protective Equipment (PPE) when accessing the Port.
- The Service Provider shall within seven (7) working days after receiving the offer letter submit a SHE File to TNPA for approval. Delivery will not take place if the SHE File has not been approved. The Service Provider will be liable to penalties if the SHE File is not submitted within the specified period.

## **9. GENERAL**

No amendments of this agreement shall be of any force or effect, unless reduced to writing and signed by both parties