**LEGEND**

TRANSNET CADASTRAL BOUNDARIES

ASSETS AVAILABLE FOR LEASE:

BUILDINGS

OPEN / UNDEVELOPED LAND

PREMISES AVAILABLE FOR LEASE:

Asset Description	Asset No.	Area
-------------------	-----------	------

LIST OF IMPROVEMENTS

at Site 1		
Offices (Ground floor)	02XH035C	64 m ²
Pumphouse	02BH098C	52 m ²
at Site 2		
Workshop	03BH009C	257 m ²

A: TOTAL GROUND FLOOR AREA: 373 m²

LIST OF IMPROVEMENTS ON UPPER LEVELS

at Site 1		
Offices (First floor)	02XH035C	64 m ²

B: TOTAL UPPER FLOOR AREAS: 64 m²

C: TOTAL BUILDING AREAS (A + B): 437 m²

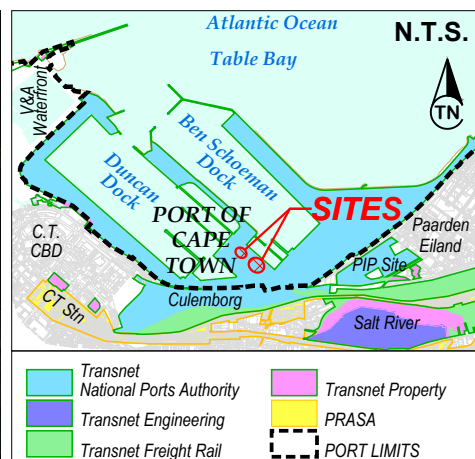
OPEN / UNDEVELOPED LAND

p.tn of Rem of ERF 10256 C.T.	CTX2971C	
at Site 1		3 107 m ²
at Site 2		751 m ²
at Site 3		1 994 m ²

D: TOTAL OPEN LAND AREAS: 5 852 m²

E: TOTAL LAND AREAS (A + D): 6 225 m²

TOTAL AREA (C + D): 6 289 m²



PORT OF CAPE TOWN

AVAILABILITY PLAN

3 FENCED-IN SITES, 2 WITH BUILDINGS, AVAILABLE FOR LEASING AT:

STURROCK DOCK AREA - OCEAN ROAD: FFS FACILITIES

PLAN FOR DISCUSSION PURPOSES ONLY - NOT TO BE USED TO CONCLUDE ANY AGREEMENT

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Date:	2025-02-24	Original Ref.:	P.288-290				
GS Check:	D.K.	Revision:	-	GS Plan / File Ref.:	No	TBH	106
Checked:		SCALE : 1 / 2 000		CWX.527m		A6-2550 AVAIL	

Annexure C



Transnet Integrated Management System (TIMS) POLICY COMMITMENT STATEMENT


Transnet is a State-Owned Company that operates as an integrated freight transport company, formed around six core operating divisions namely Transnet Freight Rail (TFR), Transnet Engineering (TE), Transnet National Ports Authority (TNPA), Transnet Port Terminals (TPT) and Transnet Pipelines (TPL) and Transnet Property (TP) that complement each other.

Transnet has developed and implemented a TIMS that forms an integral part of the core business. We are committed to **transporting freight, passengers, and provide excellent service** to our customers along key transport corridors. This is done in order to **competitively grow our business**, enhance efficiency of South Africa's logistics system and thereby contribute to economic vibrancy.

TIMS is established, implemented and maintained in accordance with recognised best practices that will enable us to:

- Incorporate and comply with applicable **legislation, regulations, codes, standards, protocols, best practices and customer requirements** to which we subscribe in order to achieve our business objectives;
- Set and achieve **objectives and targets** that address significant enterprise-wide **strategic, tactical and operational risks, opportunities and mitigate the consequences** thereof;
- Proactively implement **waste and pollution prevention strategies** to prevent **environmental degradation**;
- Continually promote the prudent and **sustainable** use of **energy and natural resources**;
- Provide **quality products and services** in order to meet our customers' requirements;
- Provide **safe and secure environment** for our employees and stakeholder;
- Carry out our business in a manner which **protects our assets and information** and **prevents injuries and ill health** to our employees and stakeholders;
- Promote **safe operational principles** during operations to minimize occurrences of safety incidents;
- Strategically **source our contractors** through fair, equitable and transparent processes;
- Provide **socio-economic development** as a good corporate citizen;
- Promote **food safety practices** in our food preparation and handling environments;
- Ensure **proficiency and preparedness** to deal with and **effectively recover** from any **emergency situations**;
- **Develop, train and manage our employees** through inspirational leadership, provide the necessary **organizational information, knowledge and resources** to achieve the intention of this policy statement;
- **Communicate, engage and provide support and appropriate information** to relevant stakeholders in order to build relationships based on care, openness, mutual trust and involvement as well as promote a TIMS risks awareness culture;
- Allocate **responsibilities and accountabilities** for meeting the requirements of the TIMS policy statement.
- Drive an **integrated assurance management programme** to ensure **continual improvement** of TIMS.

The TIMS Policy Commitment Statement shall be **reviewed every three years or as circumstances dictate** to ensure that it remains **current and relevant**. Our progress on the achievement of the policy statement commitments shall be reported in the respective Governance Structures. Transnet recognises its accountability for TIMS; all employees including contractors have a role to play in delivering on the commitment set out in this policy statement.


Group Chief Executive

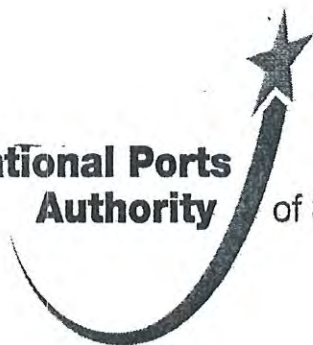
Date: 29/07/2020
Next Review Date: 29/06/2023

Copies of the approved TIMS Policy Commitment Statement can be made available to external Stakeholders on request.

Annexure D

PORT OF CAPE TOWN

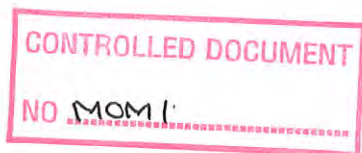
**National Ports
Authority** of South Africa



WORK INSTRUCTION

BERTHING SERVICES – PLACING VESSEL AT ASSIGNED BERTH (CTP-BS-BM-WI-6002)

Copy No:



AMENDMENTS SCHEDULE

Rev. No.	Date	Revision Description	Reviewed	Authorised
0	17/08/2001	FIRST ISSUE	Chief Berthing Master	Harbour Master

Rev	Title	Page	Reference
0	BERTHING SERVICES – PLACING VESSEL AT ASSIGNED BERTH	2 of 3	CTP-BS-BM-WI-6002

1.0 Responsibility:

- 1.1 The Berthing Master

2.0 Purpose & Scope:

- 2.1 To ensure that the correct procedure is followed when placing vessel at assigned Berth.

3.0 Procedure:

Responsibility:
Berthing Master

- 3.1 Write up assigned job on whiteboard.
- 3.2 Write up assigned job in notebook.
- 3.3 Inform personnel of job.
- 3.4 Proceed to Berth.
- 3.5 Contact Pilot and confirm length of vessel and if taking bunkers.
- 3.6 Check Berth is clear.
- 3.7 Check fenders in order.
- 3.8 Check sufficient length to accommodate vessel.
- 3.9 Calculate where stern/bow will be and where stern/head lines will be affixed.
- 3.10 Indicate to Pilot that Berth is clear.
- 3.11 As ship approaches Berth ahead or astern report distances to Pilot up to end position.
- 3.12 Affix back springs fwd and aft unless Pilot instructs otherwise.
- 3.13 Affix head and stern lines unless Pilot requests otherwise.
- 3.14 Record the following info in notebook:
 - 3.14.1 Times
 - 3.14.2 Draft (fwd and aft)
 - 3.14.3 Name of vessel
 - 3.14.4 Name of Pilot
 - 3.14.5 Bollards for head and stern lines
- 3.15 Report to Ops "Job completed".

4.0 References / Standards

- 4.1 ISO 9000:2000

5.0 Definitions

The words or phrases below, when applied within this procedure shall assume the following meanings:

- 5.1 CTP Documents that is applicable to Cape Town Port
- 5.2 BS Procedures that are applicable to Berthing Services (60..)
- 5.3 MED Procedures that are applicable to Marine Engineering Department (70..)
- 5.4 ADM Procedures that are applicable to Administration (80..)
- 5.5 SLP System Level Procedures
- 5.6 SOP Standard Operating Procedure
- 5.7 WI Work Instructions
- 5.8 PC Port Captain
- 5.9 SAMSA South African Maritime Authority



TRANSNET NATIONAL PORTS AUTHORITY

SECURITY POLICY

PORTFOLIO: LEGAL, RISK & COMPLIANCE

DEPARTMENT: SECURITY

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1. STATEMENT OF PURPOSE

- 1.1 Transnet National Port Authority (TNPA) depends on its personnel, information and other assets to deliver services that ensure the health, safety, security and economic growth and development of our country. TNPA must therefore manage these resources with due diligence and take appropriate measures to protect them.
- 1.2 Threats that can cause harm to TNPA, and some economies abroad, include acts of terror and sabotage, espionage, unauthorized access to buildings and premises, theft, armed robbery, fraud and corruption, vandalism, fire, natural disasters, technical failures and accidental damage. The threat of cyber attack and malicious activity through the internet is prevalent and can cause severe harm to electronic services and critical infrastructure. Threats to the national interests, such as transnational criminal activity, foreign intelligence activities and terrorism, continue to evolve as the result of changes in local, national and international environment.
- 1.3 The Security Policy of TNPA prescribes the application of security measures to reduce the risk of harm that can be caused to the company if the above threats should materialize. It has been designed to protect employees, preserve the confidentiality, integrity, availability and value of information and assets, and assure the continued delivery of services. Since TNPA relies extensively on information and communication technology (ICT) to provide its services, this policy emphasizes the need for acceptable use of ICT equipment as well as ICT protection measures to be complied with by employees.
- 1.4 The main objective of this Policy therefore is to support the national interest and TNPA's business objectives by protecting employees, information and other assets and assuring the continued delivery of services to South African citizens and the maritime community.
- 1.5 This Policy complements other TNPA Policies (e.g. sexual harassment, occupational health and safety, official languages, information management, asset control, real estate and financial resources).

2. SCOPE

2.1 This Policy applies to the following individuals and entities:

- All TNPA employees;
- All contractors and consultants delivering a service to TNPA, including their employees who may interact with TNPA;
- Temporary TNPA employees;
- All information assets of TNPA;
- All intellectual property of TNPA;
- All fixed property that is owned or leased out by TNPA;
- All moveable property that is owned or leased out by TNPA;
- All Facilities operating at TNPA Ports including their employees;
- All private port users;
- All State Agencies operating at the Ports⁴;
- All Port users with a temporary right of access.

2.2 The Policy further covers the following seven elements of the security program of TNPA:

- Security organization
- Security administration
- Information security
- Physical security
- Personnel security
- Information and Communication Technology (ICT) security
- Business Continuity Planning (BCP)

3. LEGISLATIVE OR REGULATORY REQUIREMENTS

- 3.1 This Policy is informed by and complies with applicable national legislation, international codes, national security policies and national security standards. A list of applicable regulatory documents in this regard has been attached as Annexure A.

4. POLICY STATEMENT

4.1 General

- Employees of TNPA must be protected against identified threats according to baseline security requirements and continuous security risk management;
- Information and assets of TNPA must be protected according to baseline security requirements and continuous security risk management;
- Continued delivery of services of TNPA must be assured through baseline security requirements, including business continuity planning, and continuous security risk management.

4.2 Compliance requirements	
<p>4.2.1 All individuals and institutions mentioned in par. 2 above must comply with the baseline requirements (refer 4.3 below) of this Policy and its associated Security Directives as contained in the Port Security Plans of TNPA (i.e. Security Plans of the respective Ports). These requirements are/shall be based on integrated security Threat and Risk Assessments (TRA's) to the national interest as well as employees, information and assets of TNPA. The necessity of security measures above baseline levels will also be determined by the continual updating of the security TRA's.</p>	Port Security Plans
<p>4.2.2 Security threat and risk assessments involve:</p> <ul style="list-style-type: none"> • Establishing the scope of the assessment and identifying the information, employees and assets to be protected; • Determining the threats to information, employees and assets of TNPA and assessing the probability and impact of threat occurrence; • Assessing the security risk based on the adequacy of existing security measures and vulnerabilities; • Implementing any supplementary security measures that will reduce the security risk to an acceptable level. 	
<p>4.2.3 Staff accountability and acceptable use of assets</p>	
<p>4.2.3.1 The Chief Executive (CE) of TNPA shall ensure that information and assets of TNPA are used in accordance with procedures as stipulated in the Security Directives as contained in the Security Plan of TNPA.</p>	
<p>4.2.3.2 All employees of TNPA shall be accountable for the proper utilization and protection of such information and assets. Employees that misuse or abuse assets of TNPA shall be held accountable therefore disciplinary action shall be taken against any such employee.</p>	See Disciplinary Code
<p>4.3 Specific baseline requirements</p>	
<p>4.3.1 Security organization</p>	
<p>4.3.1.1 The CE of TNPA will/has appointed the Head of Security (National Security Manager) to establish and direct a security program that ensures coordination of all Policy functions and implementation of this Policy requirements;</p>	
<p>4.3.1.2 Given the importance of this role, a Head of Security with sufficient security experience and training who is strategically positioned within TNPA so as to provide institution-wide strategic advice and guidance to senior management, must be appointed.</p>	
<p>4.3.1.3 The CE of TNPA must ensure that the Head of Security has an</p>	See organizational

effective support structure (security component) to fulfill the functions referred to in par. 4.3.2 below.	diagram of the security component.
4.3.1.4 Individuals that will be appointed in the support structure of the Head of Security must be security professionals with sufficient security experience and training to effectively cope with their respective job functions.	
4.3.2 Security administration	
4.3.2.1 The functions referred to in par. 4.3.1 above are, but not limited to: <ul style="list-style-type: none"> • General security administration (company directives and procedures, training and awareness, security risk management, security audits, sharing of information and assets); • Setting of access limitations; • Administration of security screening (refer par. 4.3.5 below); • Implementing physical security; • Ensuring the protection of employees; • Ensuring the protection of information; • Ensuring ICT security; • Ensuring security in emergency and increased threat situations; • Facilitating business continuity planning; • Ensuring security in contracting; and • Facilitating security breach reporting and investigations. 	See detailed functions the Security Component SOP's in the Security I
4.3.2.2 Security incident/breaches reporting process	
4.3.2.2.1 Whenever an employee of TNPA becomes aware of an incident that might constitute a security breach or an unauthorized disclosure of information (whether accidentally or intentionally), he/she shall report that to the Head of Security of TNPA by utilizing the formal reporting procedure prescribed in the Security Breach Directive of TNPA; who will then report to the CE,	
4.3.2.2.2 The CE of TNPA shall report to the appropriate authority (as indicated in the Security Breach Directive of TNPA) all cases or suspected cases of security breaches, for investigations;	
4.3.2.2.3 The Head of Security of TNPA shall ensure that all employees are informed about the procedure for reporting security breaches.	See Security Directive Reporting of Security Breaches
4.3.2.3 Security incidents/breaches response process	
4.3.2.3.1 The Security Department shall develop and implement security breach response mechanisms for TNPA in order to address all security breaches/alleged breaches which are reported;	
4.3.2.3.2 The Head of Security shall ensure that the CE of TNPA is advised of such incidents as soon as possible;	

4.3.2.3.3	It shall be the responsibility of the National Intelligence Structures (e.g. NIA or SAPS) to conduct an investigation on reported security breaches and provide feedback with recommendations to TNPA;	See Security Directive Security Breaches Response Process
4.3.2.3.4	Access privileges to classified information, assets and/or to premises may be suspended by the CE of TNPA until administrative, disciplinary and/or criminal processes have been concluded, flowing from investigations into security breaches or alleged security breaches;	
4.3.2.3.5	The end result of these investigations, disciplinary action or criminal prosecutions may be taken into consideration by the CE of TNPA in determining whether to restore, or limit, the security access privileges of an individual or whether to revoke or alter the security clearance of the individual.	
4.3.3 Information Security		
4.3.3.1.1 Categorization of information and information classification system		
4.3.3.1.1	The Head of Security must ensure that a comprehensive information classification system is developed for and implemented at TNPA. All sensitive information produced or processed by TNPA must be identified, categorized and classified according to the origin of its source and contents and according to its sensitivity to loss or disclosure;	
4.3.3.1.2	All sensitive information must be categorized into one of the following categories: <ul style="list-style-type: none"> • State Secret; • Trade Secret; and • Personal Information. And subsequently classified according to its level of sensitivity by using one of the recognized levels of classification: <ul style="list-style-type: none"> • Confidential; • Secret; and • Top Secret 	See Security Directive Information Classification
4.3.3.1.2	Employees of TNPA who generate sensitive information are responsible for determining information classification levels and the classification thereof, subject to management review. This responsibility includes the labeling of classified documents;	
4.3.3.1.3	The classification assigned to documents must be strictly adhered to and the prescribed security measures to protect such documents must be applied at all times;	
4.3.3.1.5	Access to classified information will be determined by the following principles:	See Security Directive Protection of Information

<p>4.3.5.1.2 The level of security clearance given to a person will be determined by the content of or access to classified information entailed by the post already occupied or to be occupied in accordance with their respective responsibilities and accountability;</p> <p>4.3.5.1.3 A security clearance provides access to classified information subject to the need-to-know principle;</p> <p>4.3.5.1.4 A declaration of secrecy shall be signed by every individual issued with a security clearance to complement the entire security screening process. This will remain valid even after the individual has terminated his/her service with TNPA;</p> <p>4.3.5.1.5 A security clearance will be valid for a period of ten years in respect of the Confidential Level and five years for Secret and Top Secret. This does not preclude re-screening on a more frequent basis as and when need arises and/or as determined by the CE of TNPA, based on information which impact negatively on an individual's security competence;</p> <p>4.3.5.1.6 Security clearances in respect of all individuals who have terminated their services with TNPA shall be immediately withdrawn.</p>	<p>See Security Directive Security Screening</p>
<p>4.3.5.2 Polygraph Examination</p> <p>4.3.5.2.1 A polygraph examination shall be utilized to provide support to the security screening process. All employees subjected to a Top Secret security clearance will also be subjected to a polygraph examination. The polygraph shall only be used to determine the reliability of the information gathered during the security screening investigation and does not imply any suspicion or risk on the part of the applicant;</p> <p>4.3.5.2.2 In the event of any negative information being obtained with regard to the applicant during the security screening investigation (all levels), the applicant shall be given an opportunity to prove his/her honesty and/or innocence by making use amongst others of the polygraph examination. Refusal by the applicant to undergo the examination does not necessarily signify that a security clearance will not be granted.</p>	
<p>4.3.5.3 Transferability of Security Clearances</p> <p>4.3.5.3.1 A security clearance issued in respect of an official from other government institutions shall not be automatically transferable to TNPA. The responsibility for deciding whether the official should be re-screened rests with the CE of TNPA.</p>	<p>See Security Directive Security Screening</p>
<p>4.3.5.4 Security Awareness and Training</p> <p>4.3.5.4.1 A security training and awareness program must be developed</p>	

<p>by the Security Department and implemented to effectively ensure that all personnel and service providers of TNPA remain security conscious;</p>	
<p>4.3.5.4.2 All employees shall be subjected to the security awareness and training programs and must certify that the contents of the program have been understood and will be complied with. The program will not only cover training with regard to specific security responsibilities but also sensitize employees, relevant contractors and consultants about the security policy, security measures of TNPA as well as the need to protect sensitive information against disclosure, loss or destruction;</p>	
<p>4.3.5.4.3 Periodic security awareness presentations, briefings and workshops will be conducted and in addition to that, posters and pamphlets will be frequently distributed in order to enhance the training and awareness program. Attendance of the above programs will be compulsory for all employees who shall have been identified and notified to attend;</p>	<p>See Security Directive Security Training and Awareness</p>
<p>4.3.5.4.4 Regular audits, surveys and walkthrough inspections shall be conducted by the Head of Security and members of the security department to monitor the effectiveness of the security training and awareness program.</p>	
<p>4.3.6 Information and Communication Technology (ICT) Security</p>	
<p>4.3.6.1 IT Security</p>	
<p>4.3.6.1.1 A secure network shall be established for TNPA in order to ensure that information systems are secured against rapidly evolving threats that have the potential to impact on their confidentiality, integrity, availability, intended use and value;</p>	
<p>4.3.6.1.2 To prevent the compromise of IT systems, TNPA shall implement baseline security controls and any additional control identified through the security TRA. These controls, and the security roles and responsibilities of all personnel, shall be clearly defined, documented and communicated to all employees;</p>	
<p>4.3.6.1.3 To ensure policy compliance, the Chief Information Officer of TNPA shall;</p> <ul style="list-style-type: none"> • Certify that all its systems are secure after procurement, accredit IT systems prior to operation and comply with minimum security standards and directives; • Conduct periodic security evaluations of systems, including assessments of configuration changes conducted on a routine basis; • Periodically request assistance, review and audits from the National Intelligence Agency (NIA) in order to get an independent assessment; 	<p>See ICT Security Policy and Security Directive ICT Security</p>
<p>4.3.6.1.4 Server rooms and other related security zones where IT equipment is kept shall be secured with adequate physical security measures and strict access control shall be enforced</p>	

4.3.6.1.5	and monitored; Access to the resources on the network of TNPA shall be strictly controlled to prevent unauthorized access. Access to all computing and information systems and peripherals of TNPA shall be restricted unless explicitly authorized;	See BCP
4.3.6.1.6	System hardware, operating and application software, the network and communication systems of TNPA shall be adequately configured and safeguarded against both physical attack and unauthorized network intrusion;	
4.3.6.1.7	All employees shall make use of IT systems of TNPA in an acceptable manner and for business purposes only. All employees shall comply with the IT Security Directives in this regard at all times;	
4.3.6.1.8	The selection of passwords, their use and management as a primary means to control access to systems is to strictly adhere to best practice guidelines as reflected in the IT Security Directives. In particular, passwords shall not be shared with any other person for any reason;	
4.3.6.1.9	To ensure the ongoing availability of critical services, TNPA shall develop IT continuity plans as part of its overall Business Continuity Planning (BCP) and recovery activities.	
4.3.6.2 Internet Access		See Security Directive ICT Security
4.3.6.2.1	The Chief Information Officer (CIO) of TNPA, having the overall responsibility for setting up Internet Access for TNPA, shall ensure that the network of TNPA is safeguarded from malicious external intrusion by developing, as a minimum, a configured firewall. Human Resources management shall ensure that all personnel with Internet access (including e-mail) are aware of, and will comply with, an acceptable code of conduct in their usage of the Internet;	
4.3.6.2.2	The CIO of TNPA shall be responsible for controlling user access to the Internet, as well as ensuring that users are aware of the threats, and are trained in the safeguards, to reduce the risk of Information Security breaches and incidents;	
4.3.6.2.3	Incoming e-mails must be treated with the utmost care due to its inherent Information Security risks. The opening of e-mail with file attachments is not permitted unless such attachments have already been scanned for possible computer viruses or other malicious code;	
4.3.6.3 Use of Laptop Computers		See Security Directive ICT Security
4.3.6.3.1	Usage of laptop computers by employees of TNPA is restricted to business purposes only, and users shall be aware of, and accept the terms and conditions of use, especially the responsibility for the security of the information held on such devices;	
4.3.6.3.2	The information stored on a laptop computer of TNPA shall be suitably protected at all times, in line with the protection measures prescribed in the IT Security Directive;	
4.3.6.3.3	Employees shall also be responsible for implementing the appropriate security measures for the physical protection of	

laptop computers at all times, in line with the protection measures prescribed in the IT Security Directive.	
4.3.6.4 Communication Security	
4.3.6.4.1 The application of appropriate security measures shall be instituted in order to protect all sensitive and confidential communication of TNPA in all its forms and at all times;	
4.3.6.4.2 All sensitive electronic communications by employees or contractors of TNPA must be encrypted in accordance with the South African Communication Security Agency (SACSA) standards, standards and the Communication Security Directive of TNPA. Encryption devices shall only be purchased from SACSA or COMSEC and will not be purchased from commercial suppliers;	
4.3.6.4.3 Access to communication security equipment of TNPA and the handling of information transmitted and/or received by such equipment, shall be restricted to authorized personnel only i.e. personnel with a Top Secret Clearance who successfully completed the SACSA Course.	See Security Directive ICT Security
4.3.6.5 Technical Surveillance Counter Measures (TSCM)	
4.3.6.5.1 All offices, meeting, conference and boardroom venues of TNPA where sensitive and classified matters are discussed on a regular basis shall be identified and shall be subjected to proper and effective physical security and access control measures. Periodic electronic Technical Surveillance Counter Measures (sweeping) will be conducted by NIA to ensure that these areas are kept sterile and secure;	
4.3.6.5.2 The Head of Security of TNPA shall ensure that areas that are utilized for discussions of a sensitive nature as well as offices or rooms that house electronic communications equipment, are physically secured in accordance with the standards laid down by NIA in order to support the sterility of the environment after a TSCM examination, before any request for a TSCM examination is submitted;	
4.3.6.5.3 No unauthorized electronic devices shall be allowed in any boardrooms and conference facilities where sensitive information of TNPA is discussed. Authorization must be obtained from the Head of Security.	See Security Directive Secure Discussion Are
4.3.7 Business Continuity Planning (BCP)	
4.3.7.1 The Head of Security of TNPA must establish a Business Continuity Plan (BCP) to provide for the continued availability of critical services, information and assets if a threat materializes and to provide for appropriate steps and procedures to respond to an emergency situation to ensure the safety of employees, contractors, consultants, facilities, private port users and visitors;	
4.3.7.2 The BCP shall be periodically tested to ensure that the management and employees of TNPA understand how it is to be	

<p>4.3.7.3 All employees of TNPA shall be made aware and trained on the content of the BCP to ensure understanding of their own respective roles in terms thereof;</p> <p>4.3.7.4 The Business Continuity Plan shall be kept up to date and re-tested periodically by the Head of Security.</p>	<p>See BCP</p>
<p>5. SPECIFIC RESPONSIBILITIES</p> <p>5.1 Chief Executive</p> <p>5.1.1 The CE of TNPA bears the overall responsibility for implementing and enforcing the security program of TNPA. In executing this responsibility, the CE shall:</p> <ul style="list-style-type: none"> • Establish the post of the Head of Security and appoint a well trained and competent security official in the post; • Establish a Security Committee for the company and ensure the participation of all Senior Management members of all the core business functions of TNPA in the activities of the Committee; • Approve and ensure compliance with this Policy and its associated Security Plans and Directives. <p>5.2 Head of Security</p> <p>5.2.1 The delegated security responsibility lies with the Head of Security of TNPA who will be responsible for the execution of the entire security function and program within TNPA (coordination, planning, implementing, controlling,). In executing his/her responsibilities, the Head of Security shall, amongst others;</p> <ul style="list-style-type: none"> • Chair the Security Committee of TNPA; • Draft the internal Security Policy and Security Plan (containing the specific and detailed Security Directives) of TNPA in conjunction with the Security Committee; • Ensure that Port Security and Port Facility Security Plans are in place and reviewed annually; for all regulated ports falling under the TNPA jurisdiction • Review the Security Policy and Security Plan at regular intervals; • Conduct a security TRA of TNPA with the assistance of the Security Committee; • Advise management on the security implications of management decisions; • Implement a security risk awareness program; • Conduct internal compliance audits and inspections at TNPA at regular intervals; • Conduct preliminary enquiries on security breaches within TNPA; • Establish a good working relationship with both NIA and SAPS and liaise with these institutions on a regular basis. 	

5.3 Security Committee

- 5.3.1 The Security Committee referred to in par. 5.1.1 above shall consist of senior managers of TNPA representing all main business units of TNPA.
- 5.3.2 Participation in the activities of the Security Committee by the appointed representatives of business units of TNPA shall be compulsory;
- 5.3.3 The Security Committee of TNPA shall be responsible for, amongst others, assisting the Head of Security in the execution of all security related responsibilities at TNPA, including completing tasks such as drafting/reviewing of the Security Policy and Plan; conducting of a security TRA; conducting of security audits; drafting of BCP; and assisting with security risk awareness and training.

5.4 Port Managers

- 5.4.1 All Port Managers have a delegated responsibility and commensurate authority to manage security at their respective regulated ports and must account on security matters to the Head of Security's Office;
- 5.4.2 Port Managers must ensure that appropriate measures are implemented and steps are taken immediately to rectify any non-compliance issues that may come to their attention. This includes taking disciplinary action against employees if warranted.

5.5 Port Security Officer (PSO)

A Port Security Officer shall:

- 5.5.1 Manage, lead, co-ordinate, plan and organize the total TNPA security function within a specified port;
- 5.5.2 Carry out duties as specified in the Maritime Security Regulations 2004.

5.6 Port Facilities (Terminal Operators)

- 5.6.1 All Terminal Operators are required to manage their security in accordance with their approved Port Facility Security Plans.
- 5.6.2 All Terminal Operators are required to act upon the security levels as set by the Director General, National Department of Transport.
- 5.6.3 All Terminal Operators are required to comply with all applicable legislation and International Legal Instruments.

5.7 Line Management

- 5.7.1 All managers of TNPA shall ensure that their subordinates comply with this policy and the Security Directives as contained in the Security Plan of TNPA at all times;
- 5.7.2 Managers must ensure that appropriate measures are implemented and steps are taken immediately to rectify any non-compliance.

<p>issues that may come to their attention. This includes taking disciplinary action against employees if warranted.</p>	<p>See Disciplinary</p>
<p>5.8 Port Facility Security Officer (PFSO)</p> <p>A Port Facility Security Officer shall:</p> <p>5.8.1 Ensure that Port Facility Security Plans are developed in line with the respective overall Port Security Plan;</p> <p>5.8.2 Ensure that regular reviews are held and plans updated accordingly;</p> <p>5.8.3 Carry out functions as per the Maritime Regulations 2004; and the ISPS Code;</p> <p>5.8.4 Report incidents as provided for in Section 62 (5) of the National Ports Authority Act (Act 12 of 2005)</p>	
<p>5.9 Employees, Consultants, Contractors, and Other Service Providers</p> <p>5.9.1 Every employee, consultant, contractor, various port users and other service providers of TNPA shall know what their security responsibilities are, accept it as part of their normal job function, and not only cooperate, but contribute to improving and maintaining security at TNPA at all times.</p>	
<p>6 AUDIENCE</p> <p>6.1 This Policy is applicable to all members of the management, employees, consultants, contractors, port facilities & various port users and any other service providers of TNPA. It is further applicable to all visitors and members of the public visiting premises of, or may officially interact with, TNPA.</p>	
<p>7 ENFORCEMENT</p> <p>7.1 The CE of TNPA and the appointed Head of Security are accountable for the enforcement of this Policy;</p> <p>7.2 All employees of TNPA are required to fully comply with this Policy and its associated Security Directives and Port Facility Security Plans as contained in the Security Plan. Non-compliance with any prescripts shall be addressed in terms of the Disciplinary Code of TNPA;</p> <p>7.3 Prescripts to ensure compliance to this Policy and the Security Directives by all consultants, contractors, or other service providers of TNPA shall be included in the contracts signed with such individuals/institutions/companies. The consequences of any transgression/deviation or non-compliance shall be clearly stipulated in said contracts and shall be strictly enforced. Such consequences may include the payment of prescribed penalties or termination of the contract, depending on the nature of any non-compliance.</p>	

<p>8 EXCEPTIONS</p> <p>8.1 Deviations from this Policy and its associated Security Directives will only be permitted in the following circumstances:</p> <ul style="list-style-type: none"> • When security can be breached in order to save or protect the lives of people; • During unavowed emergency circumstances e.g. natural disasters; • On written permission by the CE of TNPA (reasons for allowing non-compliance to one or more aspects of the Policy and directives shall be clearly stated in such permission; no blanket non-compliance shall be allowed under any circumstances). <p>9 OTHER CONSIDERATIONS</p> <p>9.1 The following shall be taken into consideration when implementing this Policy:</p> <p>9.1.1 Occupational Health and Safety issues within TNPA operations;</p> <p>9.1.2 Disaster management at TNPA;</p> <p>9.1.3 Disabled persons shall not be inconvenienced by physical security measures and must be catered for in such a manner that they have access without compromising security or the integrity of this Policy;</p> <p>9.1.4 Environmental issues as prescribed and regulated in relevant legislation (e.g. when implementing physical security measures that may impact on the environment).</p> <p>10 COMMUNICATING THE POLICY</p> <p>10.1 The Head of Security of TNPA shall ensure that the content of this Policy (or applicable aspects thereof) is communicated to all employees, port facilities and various port users, consultants, contractors, other service providers, clients, visitors, members of the public that may officially interact with TNPA. The Head of Security will further ensure that all security policy and directive prescriptions are enforced and complied with.</p> <p>10.2 The Head of Security must ensure that a comprehensive security risk awareness program is developed and implemented within TNPA to facilitate the above said communication. Communication of the Policy by means of this program shall be conducted as follows:</p> <ul style="list-style-type: none"> • Awareness workshops and briefings to be attended by all employees, port facilities and various port users; • Distribution of memos and circulars to all employees; • Access to the policy and applicable directives on the intranet of TNPA. <p>11 REVIEW AND UPDATE PROCESS</p> <p>11.1 The Head of Security, assisted by the Security Committee of TNPA, must ensure that this Policy and its associated Security Directives is reviewed and updated on an annual basis. Amendments shall be made to the Policy and Directives as need arises.</p>	<p>See Security Directive Security Training and Awareness</p> <p>See Security Directive Security Audits and Inspections</p>
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12 IMPLEMENTATION

- 12.1 The Head of Security of TNPA must manage the implementation process of this Policy and its associated Security Directives (contained in the Security Plan) by means of an action plan (also to be included in the Security Plan of TNPA).
- 12.2 Implementation of the Policy and its associated Security Directives is the responsibility of each and every individual this Policy is applicable to (see par. 2.1 above).

13 MONITORING OF COMPLIANCE

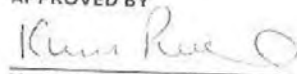
- 13.1 The Head of Security, with the assistance of the security department and Security Committee of TNPA must ensure compliance with this policy and its associated Security Directives by means of conducting internal security audits and inspections on a frequent basis.
- 13.2 The findings of the said audits and inspections shall be reported to the CE of TNPA forthwith after completion thereof.

14 DISCIPLINARY ACTION

- 14.1 Non-compliance with this Policy and its associated Security Directives shall result in disciplinary action which may include, but is not limited to:
- Re-training;
 - Verbal and written warnings;
 - Termination of contracts in the case of contractors or consultants delivering a service to TNPA;
 - Dismissal;
 - Suspension;
 - Loss of TNPA information and asset resources access privileges;
- 14.2 Any disciplinary action taken in terms of non compliance with this Policy and its associated directives will be in accordance with the Disciplinary Code of TNPA.

15. APPROVAL

APPROVED BY



Mr. K. PHILELA (CE TNPA)

Date: 5/11/2008

Summary of Changes:

Version	Status/Changes	Author	Year of Issue
01	Second Issue	MJ Moleya	2008/09

Distribution: To all.

ANNEXURE 'A' APPLICABLE LEGISLATION AND OTHER REGULATORY FRAMEWORK DOCUMENTS

1. Applicable Legislation

- 1.1 The Constitution Act 108 of 1996
- 1.2 The National Ports Authority Act 12 of 2005
- 1.3 Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended
- 1.4 The Criminal Procedure Act 51 of 1977 as amended
- 1.5 The Protection of Information Act 84 of 1982 as amended
- 1.6 The Occupational Health and Safety Act 85 of 1993 as amended
- 1.7 The Promotion of Access to Information Act 2 of 2000
- 1.8 Firearms Control Act 60 of 2000
- 1.9 State Information Technology Act 88 of 1998
- 1.10 Private Security Industry Regulation Act 56 of 2001
- 1.11 Trespass Act 6 of 1959 as amended
- 1.12 National Archives of South Africa Act, 43 of 1996
- 1.13 Fire Brigade Services Act, 99 of 1987 as amended
- 1.14 Public Finance Management Act, 1 of 1999
- 1.15 Public Service Regulations, of 2001
- 1.16 The National Strategic Intelligence Act, 39 of 1994
- 1.17 The National Key Points Act 102 of 1980
- 1.18 The Corruption Act, 94 of 1992
- 1.19 Prevention of Organized Crime Act, 121 of 1998
- 1.20 Protected Disclosures Act, 26 of 2000
- 1.21 Telecommunications Act, 2 of 2000
- 1.22 Prevention of Interception and Monitoring Act, 70 of 2002
- 1.23 Electronic Communication Security Act, 68 of 2002
- 1.24 The National Building Regulations and Standards Act, 103 of 1956 as amended
- 1.25 The Prevention and Combating of Corrupt Activities Act 12 of 2004
- 1.26 National Environmental Management Act, 107 of 1995

2. Other Regulatory Framework Documents

- 2.1 Minimum Information Security Standards (MISS), Second Edition March 1998;
- 2.2 Minimum Physical Security Standards (MPSS)
- 2.3 International Ship and Port Facility Security Code and SOLAS Amendments 2002;
- 2.4 Merchant Shipping Act (Maritime Security Regulations) of 2004
- 2.5 Risk Management Standard GRB 1.1 Transnet Generic Security Standard;
- 2.6 White Paper on Intelligence (1995)
- 2.7 SACSA/090/1(4) Communication Security in the RSA
- 2.8 NIA Guidance Documents: ICT Policy and Standards: Part 1 & 2
- 2.9 ISO 17799
- 2.10 National Building Regulations

ANNEXURE 'B' GLOSSARY AND DEFINITIONS

- "accreditation" means the official authorization by management for the operation of an Information Technology (IT) system, and acceptance by that management of the associated residual risk. Accreditation is based on the certification process as well as other management considerations;
- "assets" means material and immaterial property of an institution. Assets include but are not limited to information in all forms and stored on any media, networks or systems, or material, real property, financial resources, employee trust, public confidence and international reputation;
- "availability" means the condition of being usable on demand to support operations, programmes and services;
- "business continuity planning" includes the development of plans, measures, procedures and arrangements to ensure minimal or no interruption of the availability of critical services and assets;
- "candidate" means an applicant, an employee, a contract employee or a person acting on behalf of a contract appointee or independent contractor;
- "certification" means the issuing of a certificate certifying that a comprehensive evaluation of the technical and non technical security features of an Information and Communication Technology system (hereinafter referred to as an ICT system) and its related safeguards has been undertaken and that it was established that its design and implementation meets a specific set of security requirements;
- "COMSEC" means the organ of state known as the Electronic Communications Security (Pty) Ltd, which was established in terms of section 2 of the Electronic Communications Security Act, 2002 (Act No. 68 of 2002) and until such time as COMSEC becomes operational, the South African Communication Security Agency will be in force;
- "critical service" means a service identified by an institution as a critical service through a Threat and Risk Assessment and the compromise of which will endanger the effective functioning of the institution;
- "document" means -
 - any note or writing, whether produced by hand or by printing, typewriting or any other similar process, in either tangible or electronic format;
 - any copy, plan, picture, sketch or photographic or other representation of any place or article;
 - any disc, tape, card, perforated roll or other device in or on which sound or any signal has been recorded for reproduction;
- "information security" includes, but is not limited to ;
 - document security;
 - physical security measures for the protection of information;
 - information and communication technology security;
 - personnel security;
 - business continuity planning;
 - contingency planning;
 - security screening;
 - technical surveillance counter-measures;
 - dealing with information security breaches;
 - security investigations; and
 - administration and organization of the security function at organs of state;
- "National Intelligence Structures" means the National Intelligence Structures as

- defined in section 1 of the National Strategic Intelligence Act, (Act 39 of 1994);
- "reliability check" means an investigation into the criminal record, credit record and past performance of an individual or private organ of state to determine his, her or its reliability;
- "risk" means the likelihood of a threat materializing by exploitation of a vulnerability;
- "screening investigator" means a staff member of a National Intelligence Structure designated by the head of the relevant National Intelligence Structure to conduct security clearance investigations;
- "security breach" means the negligent or intentional transgression of or failure to comply with security measures;
- "security clearance" means a certificate issued to a candidate after the successful completion of a security screening investigation, specifying the level of classified information to which the candidate may have access subject to the need-to-know principle;
- "site access clearance" means clearance required for access to installations critical to the national interests;
- "Technical Surveillance Countermeasures" (TSCM) means the process involved in the detection, localization, identification and neutralization of technical surveillance of an individual, an organ of state, facility, or vehicle;
- "technical/electronic surveillance" means the interception or monitoring of sensitive or proprietary information or activities (also referred to as bugging);
- "threat" means any potential event or act, deliberate or accidental, that could cause injury to persons, compromise the integrity of information or could cause the loss or damage of assets;
- "Threat and Risk Assessment" (TRA) means, within the context of security risk management, the process through which it is determined when to avoid, reduce, and accept risk, as well as how to diminish the potential impact of a threatening event;
- "vulnerability" means a deficiency related to security that could permit a threat to materialize.

ANNEXURE "C" SUPPORTING DOCUMENTS

- Security Plan containing the following:
 - Security Component Organization Structure
 - Security Component SOP's
 - Specific Responsibilities of Key Role Players
 - Port Security Plans
 - Security Directive: Reporting of Security Breaches
 - Security Directive: Security Breaches Response Procedures
 - Security Directive: Information Security: General Responsibilities
 - Security Directive: Classification System
 - Security Directive: Security Screening
 - Security Directive: Physical Security
 - Security Directive: Access Control
 - Security Directive: ICT Security
 - Security Directive: Secure Discussions Areas
 - Security Directive: TRA

- Security Directive: Security Audits and Inspections
- ICT Security Policy
- BCP
- DHS Policy
- Disciplinary Code

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2989

31 January 2023

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993), as amended

PROMULGATION OF MAJOR HAZARD INSTALLATION REGULATIONS, 2022

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereto, after consultation with the Advisory Council of Occupational Health and Safety, promulgates the new regulation relating to Major Hazard Installations; in terms of section 43(1)(c) of the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993).



MR TW-NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 13/11/2022

Annexure F

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
MAJOR HAZARD INSTALLATION REGULATIONS 20XX

The Minister of Employment and Labour intends, after consultation with the Advisory Council for Occupational Health and Safety, in terms of section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), to make the Regulations in the Schedule.

SCHEDULE

Definitions

1. In these Regulations, a word or expression to which a meaning has been assigned in the Act has the meaning so assigned and, unless the context otherwise indicates—

"affected or interested party" means a person, group of persons or organisations interested in or affected by an establishment and an organ of state that has jurisdiction over an establishment;

"change" means—

- (a) a modification in the methods, equipment or procedures in use or the handling or processing of dangerous substances in the establishment that may increase the establishment's risk profile;
- (b) an increase or decrease in the quantity of dangerous substances contemplated in Chapters 1 and 2 that results in the establishment being classified as a major hazard installation where—
 - (i) a low hazard establishment becomes a medium hazard establishment or vice versa;
 - (ii) a medium hazard establishment becomes a high hazard establishment or vice versa;
 - (iii) a low hazard establishment becomes a high hazard establishment or vice versa; or
 - (iv) an installation below the low hazard establishment threshold becomes a low, medium or high hazard establishment;
- (c) when an emergency plan is brought into action for a major incident;

"dangerous substances" means substances or mixtures used or present at the workplace that could, if not properly controlled, cause harm to people, the environment and property as a result of loss of containment, fire or explosion;

"direction" means a notice, or a recommendation or instruction served by an inspector in writing;

"duty holder" means an employer, a self-employed person, a user or a pipeline operator who is in control of an establishment;

"establishment" means a major hazard installation under the control of a duty holder where Chapter 1, 2 or 3 dangerous substances are present;

"emergency plan" means a plan contemplated in regulation 15;

"existing establishment" means an establishment where dangerous substances are present in quantities listed in Chapter 1, 2 or 3;

"high hazard establishment" means—

- (a) an establishment where Chapter 1 or 2 dangerous substances are present in quantities equal to or in excess of the quantities listed in column 3 of Chapter 1 or 2; and
- (b) pipelines contemplated in Chapter 3;

"impact zone" means the zone where other installations or neighbours could be affected due to a major incident;

"installation" means a technical unit within an establishment, above or below ground level, in which substances are produced, used and stored and which includes all the equipment, structures, pipework, machinery, tools, railway sidings and quays, warehouses and similar structures necessary for the operation of that installation;

"low hazard establishment" means an establishment where Chapter 1 or 2 dangerous substances are present and the quantity is equal to or exceeds the quantity in column 1 but is less than quantities listed in column 2 of Chapter 1 or 2;

"licence to operate" means a licence contemplated in regulation 13;

"major incident prevention policy" means a policy contemplated in regulation 11;

"medium hazard establishment" means an establishment where Chapter 1 or 2 dangerous substances are present and the quantity is equal to or exceeds the quantity in column 2, but is less than the quantity in column 3 of Chapter 1 or 2;

"near miss" means an event (causing damage to property, a negative impact on the environment or loss of human life) or operational interruption that could plausibly have resulted if the circumstances had been slightly different;

"new establishment" means an establishment which, after the date of entry into force of these Regulations, is erected or declared to be an establishment;

"prescribed quantity", in relation to a given dangerous substance or a category or categories, means a quantity equal to the value set out in Annexure A;

"process safety management system" means a system contemplated in regulation 11(3)(h);

"responsible person" means a person designated, in writing, by a duty holder to be responsible, in a full-time capacity, for the premises on which an establishment is operated;

"risk assessment" means the process contemplated in regulation 10;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"transit" means a time or place in which dangerous substances are transported by rail, road, waterways or airways, which may be between planned points of departure and arrival;

"Safety Data Sheet" means a document aligned to globally harmonised systems, that provides information on the hazard classification, properties of hazardous chemicals and procedures for the handling of, or working with, hazardous chemicals in a safe manner and how hazardous chemicals affect health and safety in the workplace;

"safety report" means a report contemplated in regulation 12;

"SANS 1461" means South African National Standard: Major Hazard Installation – Risk Assessments, as amended from time to time;

"SANS 1514" means South African National Standard: Major Hazard Installation: Emergency Response Planning, as amended from time to time;

"UN number" means the dangerous substance four-figure identification number in the United Nations Transport of Dangerous Goods – Model Regulations, as amended from time to time;

"UN Trough Test" means Part III of the United Nations classification procedures, tests methods and criteria relating to class 2, class 3 and class 4, division 5.1, class 8 and class 9, as amended from time to time;

"United Nations Recommendations on the Transport of Dangerous Goods" means guidance documents developed by the United Nations to harmonise dangerous goods transport regulations, as amended from time to time, commonly known as the UN Orange Book.

Scope of application

2. (1) These Regulations apply to—

- (a) major hazard installations;
- (b) establishments with the prescribed quantity of substances listed in Chapter 1 or 2; and
- (c) major pipeline establishments.

(2) These Regulations, excluding regulations 11, 12 and 13, apply to low hazard establishments.

- (3) These Regulations, excluding regulations 12 and 13, apply to medium hazard establishments.
- (4) Regulations 14 and 15 apply to local government.
- (5) Regulations 21 and 22 apply to an approved inspection authority.
- (6) These Regulations do not apply to nuclear installations registered in terms of the Nuclear Energy Act, 1993 (Act No. 131 of 1993).

Management of establishment

- 3.** (1) In order to ensure that the provisions of the Act and these Regulations in relation to major hazard installation are complied with, the duty holder must designate a responsible person in writing and in full-time capacity in respect of every premises where an establishment is operated.
- (2) Subject to subregulation (1), the chief inspector may require that any high hazard establishment be operated by a designated responsible person who holds a relevant qualification.
- (3) A duty holder may appoint, in writing, one or more deputies to assist the responsible person designated in terms of subregulation (1), and must clearly define the duties of such deputies without exempting the responsible person designated in subregulation (1) to properly discharge their duties.
- (4) If, in the opinion of the chief inspector, circumstances require the appointment of one or more deputies as contemplated in subregulation (3), the chief inspector may instruct the duty holder to appoint a specified number of deputies.
- (5) Every duty holder must on a regular basis consult with the neighbouring establishments and counterparts within the potential impact zone—
- (a) to discuss any associated major incident associated with the type of establishment;
 - (b) to share any changes made to the establishment that alters the risk profile; and
 - (c) to share alert systems in a case of emergency.
- (6) The duty holder must keep a record of all consultations contemplated in subregulation (5).

Notification of establishment

4. (1) A duty holder must notify the chief inspector, the relevant chief director: provincial operations and the local government on Form A, 90 days—

- (a) before the erection of an establishment; or
- (b) when there is an anticipated change to an existing establishment.

(2) A duty holder, after the entry into force of these Regulations, must update the notification of an existing establishment and send it to the chief inspector, the relevant chief director: provincial operations and the local government on a prescribed form A, within 24 months.

(3) The notification referred to in subregulation (1) or (2) must be accompanied by—

- (a) proof of permission or approval from the relevant local government on land use indicating the exact location of the site;
- (b) a letter of designation contemplated in regulation 3(2) and the responsible person's competency profile;
- (c) an inventory list and safety data sheets of all the dangerous substances that resulted in the installation being classified as an establishment;
- (d) a statement containing the envisaged maximum quantity of all the substances that may be present at the establishment at any one time;
- (e) the most recent risk assessment report contemplated in regulation 10;
- (f) a site map showing the establishment location and indicating developments around the vicinity of the establishment;
- (g) a substance location plan drawn to a scale of not less than 1 to 2 500 which identifies the area on the site where the dangerous substances will be stored, handled, used or processed, showing the location of the major items of plant used in such activities;
- (h) information regarding the neighbours or other establishments within the impact zone, including—
 - (i) sites that are likely to be affected by a major incident and their exact distances from the establishment;
 - (ii) known future development that might increase the risk or consequences of a major incident; and
 - (iii) other establishments and their exact distances;
- (i) proof of the publication of the advertisement contemplated in subregulation (4); and

- (j) where applicable, the latest version of the major incident prevention policy.
- (4) A duty holder who erects an establishment or updates a risk assessment or converts an existing installation into an establishment must—
 - (a) place an advertisement, in English and the predominant language in the area, in at least one newspaper serving the communities in the vicinity of the establishment; and
 - (b) post notices within those communities, containing at least the—
 - (i) name and location of the establishment;
 - (ii) name, title and telephone number of the contact person from whom further information can be obtained;
 - (iii) nature of the dangerous substances and the major incidents that may occur; and
 - (iv) time and place where a risk assessment report will be explained and may be viewed.
- (5) Any affected or interested party may make representations, in writing, to the relevant local government and the chief inspector, within 60 days after the publication of an advertisement referred to in subregulation (4), if the establishment is not acceptable and poses a risk to that party.

Registration of establishment

5. (1) After considering the notification referred to in regulation 4(1) or (2), the chief inspector may on payment of the appropriate registration fee specified in Annexure B—
- (a) register the premises as a major hazard installation subject to such conditions as the chief inspector deems fit to impose;
 - (b) enter into the register, particulars pertaining to the name of the major hazard installation, the premises address and other details as the chief inspector deems fit; and
 - (c) issue to the duty holder a certificate of registration within 60 days; or
 - (d) refuse to register the major hazard installation.
- (2) Where the chief inspector refuses to register the major hazard installation in respect of which a notification has been made, the chief inspector must notify the duty holder of the reasons for the refusal.

(3) The duty holder must conspicuously display the latest registration certificate received in terms of subregulation (1)(c).

Duration of registration and renewal

6. (1) Subject to regulation 5(1), the registration is valid for a period of five years or for such other period as the chief inspector may determine in a particular case, unless the registration is earlier suspended or revoked in accordance with the Regulations.

(2) The chief inspector shall renew the registration upon the updating of a risk assessment and documents as may be required and on payment of the appropriate renewal fee specified.

Alteration to particulars of registered establishment

7. The duty holder must, where there is an alteration in any of the particulars of a major hazard installation, furnish the alterations to the chief inspector, relevant chief director: provincial operations and relevant local government not later than 14 days after such alteration occurs.

Revocation or suspension of registration

8. (1) The inspector may issue a direction instructing the duty holder immediately to comply with the requirements specified in the direction, if the premises of the registered major hazard installation become unfit for occupation or use because of a—

- (a) failure by the duty holder to ensure that work is carried out safely; or
- (b) change effected on the establishment without notifying the chief inspector, the chief director: provincial operations and the local government; or
- (c) new hazardous fact or circumstance that was not present when the establishment was registered.

(2) The chief inspector may revoke the registration if—

- (a) the duty holder fails to comply with the issued direction;
- (b) the chief inspector has established that the duty holder has contravened a condition of registration; or
- (c) the inspector has proven that the duty holder has ceased occupation or use of the premises as an establishment.

- (3) An inspector must, before advising the chief inspector to revoke or suspend the registration of an establishment as contemplated in subregulations (2) and (3)–
- (a) issue to the duty holder a direction, in writing, of the intention to revoke or suspend the registration; and
 - (b) give the duty holder a reasonable opportunity to submit reasons as to why the registration should not be revoked or suspended.
- (4) The revocation or suspension of registration does not take effect–
- (a) until the expiration of 21 days after the date on which direction of the chief inspector's intention to revoke or suspend the registration was given to the duty holder as contemplated in subregulation (4)(a); or
 - (b) where an appeal against the decision of the chief inspector is made to the Labour Court in terms of section 35 of the Act, until the appeal has been determined or withdrawn.
- (5) An inspector may advise the chief inspector at any time, and for a valid reason, to shorten the period for which the registration is suspended.

Sharing of information with adjacent establishments

9. The chief inspector may designate one or more registered major hazard installations in a certain location as a group of establishments, and require such establishments to share information, including the–

- (a) basic particulars of the establishment;
- (b) responsible person for that establishment;
- (c) description of major incidents associated with that type of establishment, and consequences of such incidents; and
- (d) information on how affected neighbours will be alerted in the event of a major incident.

Risk assessment

10. (1) A duty holder must, after consultation with the relevant health and safety representative or health and safety committee, ensure that an approved inspection authority carries out a risk assessment in accordance with SANS 1461 at intervals not exceeding five years or when there is a change in the establishment.

(2) Every duty holder must–

- (a) inform the relevant health and safety representative or health and safety committee, in writing, of the arrangements made to carry out a risk assessment contemplated in subregulation (1); and
 - (b) ensure that the results of the risk assessment are made available to the relevant health and safety representative or committee, who may comment thereon.
- (3) Where a risk assessment has been reviewed or revised, without a change to the establishment, the duty holder must submit an updated copy of the risk assessment report to the chief inspector, the relevant chief director: provincial operations and the relevant local government within 60 days.
- (4) Every duty holder must ensure that a copy of the most recent risk assessment report is available on site for inspection by an inspector or a local government.
- (5) Subregulation (1) shall not apply in the case of rolling stock in transit: Provided that the operator of a railway shall ensure—
- (a) that a risk assessment applicable to rolling stock in transit is carried out and made available for inspection at the request of an inspector or a local government or both that inspector and that local government, as the case may be; and
 - (b) that, in the interest of the health and safety of the public, the necessary precautions are taken.
- (6) A duty holder shall ensure that the risk assessments contemplated in subregulations (1) and (3) be made available for scrutiny by any affected or interested person that may be affected by the activities of the establishment, at a time and place and in a manner agreed upon between the parties.

Major incident prevention policy

- 11.** (1) The duty holder must prepare and retain a written major incident prevention policy, as contemplated in Annexure C, on the—
- (a) construction and building of the establishment;
 - (b) change in the establishment; or
 - (c) safe operation of the establishment.
- (2) Every duty holder must, within 36 months after the entry into force of these Regulations, establish and have in record a major incident prevention policy.
- (3) The major incident prevention policy must provide for a high level of protection for employees and the public and must include at least—

- (a) the aims and objectives of the policy;
 - (b) the roles and responsibilities of the establishment's management;
 - (c) process safety performance indicators;
 - (d) commitments towards the maintenance and continual improvement of the policy;
 - (e) the aims and objectives of the—
 - (i) emergency plan;
 - (ii) evacuation plan regarding the—
 - (aa) speedy evacuation of persons;
 - (bb) roll-call after evacuation; and
 - (cc) plant shut down;
 - (f) reasons for revision;
 - (g) mandatory agreements; and
 - (h) the process safety management system with principles specified in Annexure D.
- (4) A duty holder must review the major incident prevention policy, every five years or when there is a change in the establishment which renders the existing policy inadequate: Provided that an updated copy is available for inspection by an inspector and a local government.

Safety report

- 12.** (1) The duty holder of a high hazard establishment must prepare a comprehensive, site-specific, safety report, which must be—
- (a) developed during the design phase and be continually updated until the start date of operations; and
 - (b) maintained for the duration of the life of the establishment.
- (2) The safety report must demonstrate a suitable and sufficiently documented plan to ensure—
- (a) that reliable built-in safety has been incorporated into the—
 - (i) design;
 - (ii) construction;
 - (iii) operation; and
 - (iv) maintenance of any equipment and infrastructure used in the establishment; and

- (b) the application of—
 - (i) the major incident prevention policy;
 - (ii) the process safety management system;
 - (iii) the organisational and necessary measures to prevent major incidents and to limit their consequences;
 - (iv) the on-site emergency plan.
- (3) The safety report must also contain information regarding an off-site emergency plan to take the necessary measures in the event of a major incident.
- (4) The duty holder of a proposed high hazard establishment must submit to the chief inspector a—
 - (a) preliminary safety report at the design stage of that establishment; and
 - (b) final safety report within a reasonable time before the establishment starts operations.
- (5) The duty holder must send a safety report to the chief inspector within 36 months after the entry into force of these Regulations.
- (6) Every duty holder must review the safety report—
 - (a) every five years;
 - (b) prior to any change to the establishment; or
 - (c) whenever there is a change in the process safety management system which could have significant repercussions with respect to the prevention of major incidents or the limitation of the consequences of major incidents:

Provided that the updated copy of the safety report, revised under this subregulation, is sent to the chief inspector within 60 days.

Licence to operate

- 13.** (1) A duty holder who operates a high hazard establishment must apply for a licence to operate such an establishment.
- (2) An existing duty holder must apply for a licence not later than 36 months after the entry into force of these Regulations.
- (3) The chief inspector, upon receipt of an application in terms of subregulations (1) and (2), with a written proof of occupancy from the local government, may—
 - (a) issue a licence;
 - (b) decide not to issue a licence and give reasons for the decision; or

- (c) issue a licence subject to any condition that the chief inspector deems reasonable and necessary.
- (4) A licence issued under subregulation (3)–
 - (a) may not be transferred to another establishment; and
 - (b) lapses after 12 months if the new installation has not started operations or the establishment has not been operated within 12 months after the issue of the licence.
- (5) The chief inspector may–
 - (a) suspend or withdraw a licence if the conditions subject to which the licence was issued are not complied with; or
 - (b) alter a condition in an existing licence after consultation with the duty holder and the relevant health and safety representative or the relevant health and safety committee.

General duties of local government

- 14.** (1) Without derogating from the provisions of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013), a local government must not permit the erection of a new establishment or the expansion of an establishment at a separation distance that poses an unacceptable risk in terms of the risk assessment contemplated in regulation 10.
- (2) The local government must–
 - (a) permit a new development only where there is a separation distance which will not pose an unacceptable risk in terms of the risk assessment contemplated in regulation 10; and
 - (b) prohibit any new property development adjacent to an establishment that will result in that new development being declared an establishment.
 - (3) The relevant local government must give consent for the on-site emergency plan and participate in the annual emergency test drill as contemplated in regulation 15(4)(e).
 - (4) Where a relevant local government does not have the facilities available to control a major incident or to comply with the requirements of these Regulations, that local government must make prior arrangements with a neighbouring local government, the relevant provincial government or the duty holder for assistance.

- (5) The relevant local government is responsible for the off-site emergency plan to be followed outside the premises of the establishment.
- (6) The relevant local government must prepare an off-site emergency plan in accordance with SANS 1514 and in consultation with the duty holder and interested or affected persons, within 24 months after the entry into force of these Regulations, and thereafter immediately for new establishments, and review the plan when there are significant changes to the hazard profile of the area.
- (7) The duty holder must, on written request by, and within the time limits imposed by the local government, furnish the local government with the necessary information needed to prepare the off-site emergency plan.

Emergency plan

- 15.** (1) A duty holder must, immediately after submission of the notification contemplated in regulation 4, in consultation with the relevant health and safety representatives or health and safety committee, in writing, appoint an emergency coordinating team consisting of at least—
- (a) the responsible person contemplated in regulation 3(2); or
 - (b) a responsible person's deputy contemplated in regulation 3(3); and
 - (c) a representative from the health and safety committee.
- (2) The duty holder must develop and maintain an on-site emergency plan before the establishment commences operations in consultation with the emergency coordinating team and in accordance with SANS 1514.
- (3) The on-site emergency plan for an existing establishment must be aligned and updated to SANS 1514 within 12 months after the entry into force of these Regulations.
- (4) A duty holder must—
- (a) ensure that the manner in which employees, visitors and neighbours will be warned of major incidents is included in the plan;
 - (b) sign a copy of the on-site emergency plan in the presence of at least two witnesses who have knowledge in emergency planning and who must be satisfied with the content of the emergency plan and attest to the signature of the duty holder;
 - (c) obtain approval of the on-site emergency plan from the relevant local government;

- (d) ensure that the on-site emergency plan is readily available at all times for implementation and use;
 - (e) cause the on-site emergency plan to be tested or exercised in practice at least once a year and take the necessary steps to arrange for the local government to participate in such tests; and
 - (f) give an early warning to affected or interested parties in case a major incident is likely to go beyond the borders of the establishment.
- (5) The duty holder and the relevant local government must take reasonable steps to activate the on-site emergency plan in case of an incident which may result in—
- (a) a major incident; or
 - (b) an uncontrolled event which may reasonably be expected to lead to a major incident; or
 - (c) a near miss that could reasonably be expected to have resulted in a major incident.
- (6) The duty holder must review the on-site emergency plan at least once every three years and, if necessary, revise the plan.
- (7) The duty holder and the local government must jointly ensure that all first responders at the scene of a major incident have the necessary skill to deal with the dangerous substances and are dressed in the appropriate emergency personal protective equipment as required in their respective emergency plans.

Reporting of risk and emergency occurrences

16. (1) A duty holder must—

- (a) subject to regulation 8 of the General Administrative Regulations, published under Government Notice R. 929 in *Government Gazette* 25129 of 25 June 2003, within 48 hours, inform the chief inspector by means of telephone, facsimile or similar means of communication of—
 - (i) a major incident; or
 - (ii) an incident that brought the emergency plan into activation;
- (b) investigate and submit a written preliminary incident report to the chief inspector within seven days after an emergency occurrence and a major incident;
- (c) submit a final report as soon as reasonably practicable but not later than six months after the incident;

- (d) investigate and record all near misses in a register which must at all times be available for inspection by an inspector and the local government.
- (2) A duty holder must, in the case of an emerging major incident or an emergency occurrence that was or may have been caused by a dangerous substance, inform the supplier of that dangerous substance about the incident.

Information and training

- 17.** (1) A duty holder must, after consultation with the relevant health and safety representative or health and safety committee, ensure that all employees are adequately trained with regard to—
- (a) the scope of these Regulations;
 - (b) the nature of the establishment;
 - (c) potential major hazards and associated major incidents;
 - (d) potential risks to health and safety caused by the identified major hazards;
 - (e) the practices and control procedures for a major incident;
 - (f) the content of the emergency plan and that visitors also are conversant with such content; and
 - (g) the safety protocols and measures to be followed on-site.
- (2) The duty holder must ensure that all trained employees undergo refresher training whenever there is a change in the establishment or when the risk assessment has been reviewed.
- (3) The duty holder must provide induction orientation about the kept substances, major hazard areas and actions to be followed in case of emergency to all mandatorys, visitors and any person who, in any manner, assists in carrying out or conducting allocated duties, before they enter the establishment.
- (4) The duty holder must ensure the induction orientation as contemplated in subregulation (3) is refreshed in the event of any change to an establishment which significantly alters the risk associated with the establishment: Provided that the induction training will be valid for periods not exceeding 12 months.

General duties of suppliers

- 18.** (1) Every person that supplies a dangerous substance to an establishment must issue a safety data sheet that is supplied with the substance and must also provide basic information for training on the use and handling of the substance.

(2) On receipt of information contemplated in regulation 16(2), a supplier of a dangerous substance involved in an emerging major incident or potential major incident must inform all clients supplied with that substance of the emerging potential dangers surrounding the dangerous substance.

(3) A supplier must, in the event of a major incident with regard to the dangerous substance supplied, provide information and advice that must be readily available on a 24-hour basis to all duty holders, the relevant local government and any other body concerned.

Payable fees

19. (1) A duty holder must pay a prescribed fee each time a notification, a renewal or a revision of a risk assessment is sent to the chief inspector: Provided that the chief inspector may grant an exemption from payment of such fees or may determine any other fee, if necessary.

(2) The chief inspector may waive but not refund the whole or any part of any fee paid or payable under these Regulations.

MHI Advisory Committee

20. (1) The chief inspector may, with the approval of the Advisory Council for Occupational Health and Safety, establish an MHI Advisory Committee to advise on any matter related to major hazard installations, codes, standards and training requirements: Provided that any accredited or approved training must be in accordance with South African Qualifications Authority standards.

(2) The chief inspector shall appoint members of the MHI Advisory Committee for a period that he may determine at the time of appointment: Provided that the members are approved by the Advisory Council for Occupational Health and Safety.

(3) Any person affected by the decision of the MHI Advisory Committee may appeal to the chief inspector within 60 days of such decision becoming known and the chief inspector shall, after considering the grounds of the appeal and the MHI Advisory Committee's reasons for the decision, confirm or set aside or vary the decision or substitute such decision for any other decision which the MHI Advisory Committee in the chief inspector's opinion ought to have taken.

(4) Any person aggrieved by the decision taken by the chief inspector under subregulation (3) may, within 60 days after the chief inspector's decision, appeal against such decision to the Labour Court.

Approved inspection authorities

21. (1) An inspection body accredited in terms of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006 (Act No. 19 of 2006), or a foreign inspection body must apply for registration to the chief inspector on Form B.

(2) On receipt of the application contemplated in subregulation (1) the chief inspector must, subject to conditions if deemed necessary, approve the application.

(3) In the event of a dispute between an approved inspection authority (AIA) and a duty holder regarding a technical or safety matter, which cannot be reasonably resolved, the disputing parties may refer the case to the chief inspector in writing for arbitration, setting out the full details of the dispute.

(4) The chief inspector must, upon receiving a dispute contemplated in subregulation (3), appoint an arbitrator mutually agreed upon between the South African National Accreditation System and the parties.

(5) The dispute must be investigated and arbitrated within a maximum of 90 days after the submission of a request for arbitration.

(6) The chief inspector may at any time withdraw any approval granted to an approved inspection authority, subject to section 35 of the Act.

Duties of approved inspection authority

22. (1) An approved inspection authority must ensure that the risk assessment contemplated in regulation 10 is carried out in terms of SANS 1461.

(2) An approved inspection authority must provide results on the classification and acceptability of risk, and make recommendations with regard to the following:

- (a) the suitability of the existing emergency procedures for the major risks identified;
- (b) any organisational measures that may be required;
- (c) risk reduction proposals; and
- (d) any other relevant matter.

(3) The approved inspection authority must, after each risk assessment, furnish the duty holder with the latest risk assessment report and attachments as required in terms of SANS 1461: Provided that such reports must be made available upon request by the chief inspector.

(4) An approved inspection authority must, on a monthly basis, submit a list of all major hazard installations assessed, to the chief inspector, in the form contemplated in Annexure E.

Closure

23. A duty holder must notify the chief inspector, the relevant chief director: provincial operations and the local government in writing, not less than 60 days prior to the installation ceasing to be a major hazard installation.

Offences and penalties

24. (1) A duty holder who contravenes any of the provisions of these Regulations commits an offence and is, on conviction, liable to a fine not exceeding R5 000 000 or to imprisonment for a period not exceeding 24 months.

(2) The maximum permissible fines that may be imposed for contravening the Regulations are set out in the table below:

PREVIOUS CONTRAVENTIONS	CONTRAVENTIONS OF REGULATIONS: 3(1), 4(1), 4(4), 6(3), 7, 10, 11(1), 12(1), 13(1), 15(2), 16, 20(6) and 22
No previous contraventions	R500 000
A previous contravention within 12 months	R1 000 000
A previous contravention in respect of the same contravention within three years	R2 500 000
Three previous contraventions in respect of the same provision within three years	R5 000 000

Repeal of regulations

25. The Major Hazard Installation Regulations, 2001, published in Government Notice No. R. 692 of 30 July 2001, are hereby repealed.

Short title and commencement

26. These Regulations are called the "Major Hazard Installation Regulations, 2022", and come into operation on a date determined by the Minister by notice in the *Government Gazette*.

ANNEXURE A**Dangerous substances to which these Regulations apply**

This Annexure applies to the presence of dangerous substances at any establishment and determines the application of the relevant regulations in accordance with regulation 2(1). The quantities set relate to each establishment.

Chapter 1**Named Dangerous Substances**

Where a substance or group of substances listed in this Annexure also falls within Chapter 2 substances, the qualifying quantities set out in Chapter 1 must be used.

Named substances	UN NUMBER	Quantities in tonnes		
		Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
Ammonia anhydrous	1005	15	50	200
Ammonium nitrate (as described in Note 3)	Fertiliser based 2067 2071	2 000	5 000	10 000
Ammonium nitrate (as described in Note 4)		500	1 250	5 000
Ammonium nitrate (as described in Note 5)		150	350	2 500
Ammonium nitrate (as described in Note 6)		4	10	50
Potassium nitrate (as described in Note 7)	1486	2 000	5 000	10 000
Potassium nitrate (as described in Note 8)	1488	500	1 250	5 000

Named substances	UN NUMBER	Quantities in tonnes		
		Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
Arsenic pentoxide, arsenic (V) acid and/or salts	1559	1	1	2
Arsenic trioxide, arsenious (III) acid and/or salts	1561	0,1	0,1	0,1
Bromine	(I) 1701 (a)1744	5	20	100
Chlorine	1017	5	10	25
Nickel compounds in inhalable powder form (nickel monoxide, nickel dioxide, nickel sulphide, tri-nickel disulphide, di-nickel trioxide)	3089	1	1	1
Ethyleneimine	1185	5	10	20
Fluorine	1045	5	10	20
Formaldehyde (concentration $\geq 90\%$)	1198	2,5	5	50
Hydrogen	1049	2,5	5	50
Hydrogen chloride (liquefied gas)	1050	5	25	250
Hydrogen fluoride	1052	2,5	5	20
Lead alkyls	-	2,5	5	50
Liquefied extremely flammable gases (including LPG) and natural gas (whether liquefied or not)	1075	20	50	200
Acetylene	1001	2,5	5	50
Ethylene oxide	3089	2,5	5	50

Named substances	UN NUMBER	Quantities in tonnes		
		Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
Propylene oxide	1280	2,5	5	50
Methanol	1230	50	500	5 000
4,4-Methylenebis (2-chloraniline) and/or salts, in powder form	3077	0,01	0,01	0,01
Methyl isocyanate	2480	0,15	0,15	0,15
Oxygen	(compressed) 1072 (refrigerated) 1073	50	200	2 000
Toluene di-isocyanate	2078	1	10	100
Carbonyl dichloride (phosgene)	1076	0,3	0,3	0,75
Arsenic trihydride (arsine)	2188	0,2	0,2	1
Phosphorus trihydride (phosphine)	2199	0,2	0,2	1
Sulphur dichloride	1828	1	1	1
Sulphur dioxide	1079	2,5	5	20
Sulphur trioxide	1829	7,5	15	75
Polychlorodibenzofurans and polychlorodibenzodioxins (including TCDD), calculated in TCDD equivalent (see Note 8)	-	0,001	0,001	0,001
The following CARCINOGENS at concentrations above 5% by weight:	-	0,5	0,5	2

Named substances	UN NUMBER	Quantities in tonnes		
		Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
4-Aminobiphenyl and/or its salts, Benzotrichloride, Benzidine and/or salts, Bis (chloromethyl) ether, Chloromethyl methyl ether, 1,2-Dibromoethane, Diethyl sulphate, Dimethyl sulphate, Dimethylcarbamoyl chloride, 1,2-Dibromo-3-chloropropane, 1,2-Dimethylhydrazine, Dimethylnitrosamine, Hexamethylphosphoric triamide, Hydrazine, 2-Naphthylamine and/or salts, 4-Nitrodiphenyl and 1,3-Propanesultone				
Petroleum products: gasolines, naphthas, kerosenes (including jet fuels), gas oils (including diesel fuels, home heating oils and gas oil blending streams)	Gas (1075) Crude (1275)	250	2 500	25 000
Boron trifluoride	1008	5	5	20
Hydrogen sulphide	1053	5	5	20
Piperidine	2401	20	50	200

Named substances	UN NUMBER	Quantities in tonnes		
		Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
Bis(2-dimethylaminoethyl) (methyl)amine	-	20	50	200
3-(2-Ethylhexyloxy) propylamine	-	20	50	200
Propylamine	1277	200	500	2 000
Tert-butyl acrylate	-	100	200	500
2-Methyl-3-butenenitrile	-	200	500	2 000
Tetrahydro-3,5-dimethyl- 1,3,5-thiadiazine-2-thione (Dazomet)	1277	50	100	200
Methyl acrylate	1919	200	500	2 000
3-Methylpyridine	2313	200	500	2 000
1-Bromo-3-chloropropane	2688	200	500	2 000

Chapter 2

Categories of Dangerous Substances

This Chapter covers all dangerous substances falling under the hazard categories in column 1 in accordance with the GHS as reflected in the CLP Regulations:

Hazard categories	Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
1. Health Hazards: "H"			
1.1 H1 Acute Toxic Category 1, all exposure routes	5	5	20
1.2 H2 Acute Toxic Category 2, all exposure routes Category 3, inhalation exposure route (see Note 9)	15	50	200
1.3 H3 Specific Target Organ Toxicity (STOT) Category 1, Single Exposure (SE STOT)	15	50	200
2. Physical Hazards: "P"			
2.1 P2 Flammable gases Flammable gases, Category 1 or 2	2,5	10	50
2.2 P3a Flammable aerosols (see Note 10) Flammable aerosols Category 1 or 2, containing flammable gases Category 1 or 2 or flammable liquids Category 1	50 (net)	150 (net)	500 (net)
2.3 P3b Flammable aerosols (see Note 11)	1 250 (net)	5 000 (net)	50 000 (net)

Hazard categories	Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
Flammable aerosols Category 1 or 2, not containing flammable gases Category 1 or 2 nor flammable liquids category 1 (see Note 12)			
2.4 P4 Oxidising gases Oxidising gases, Category 1	20	50	200
P5a Flammable liquids Flammable liquids, Category 1 maintained at a temperature above their boiling point, or Flammable liquids Category 2 or 3 maintained at a temperature above their boiling point, or Other liquids with a flash point $\leq 60^{\circ}\text{C}$, maintained at a temperature above their boiling point (see Note 12)	5	10	50
2.6 P5b Flammable liquids Flammable liquids Category 2 or 3 where particular processing conditions, such as high pressure or high temperature, may create major accident hazards, or Other liquids with a flash point $\leq 60^{\circ}\text{C}$ where particular processing conditions, such as high pressure or high temperature, may create major accident hazards (see Note 13)	20	50	200
2.6 P5c Flammable liquids Flammable liquids, Categories 2 or 3 not covered by P5a and P5b	1 250	5 000	50 000

Hazard categories	Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
2.7 P6a Self-reactive substances and mixtures and organic peroxides Self-reactive substances and mixtures, Type A or B or organic peroxides, Type A or B	5	10	50
2.8 P6b Self-reactive substances and mixtures and organic peroxides Self-reactive substances and mixtures, Type C, D, E or F or organic peroxides, Type C, D, E or F	20	50	200
2.9 P7 Pyrophoric liquids and solids Pyrophoric liquids, Category 1 Pyrophoric solids, Category 1	20	50	200
2.10 P8 Oxidising liquids and solids Oxidising liquids, Category 1, 2 or 3, or Oxidising solids, Category 1, 2 or 3	20	50	200
3. Other Hazards: "O"			
3.1 O1 Substances or mixtures that react violently with water. Examples: acetyl chloride, alkali metals and titanium tetrachloride	40	100	500
3.2 O2 Substances and mixtures which in contact with water emit flammable gases, Category 1	40	100	500
3.3 O3 Substances or mixtures that liberate toxic gas when in contact with water.	20	50	200

Hazard categories	Column 1 Low Hazard	Column 2 Medium Hazard	Column 3 High Hazard
Examples: aluminium phosphide and phosphorus pentasulphide			

Net: indicates the flammable content and not the full gross mass, thus the mass of the containers is ignored.

Chapter 3

Classification of pipelines as major hazard establishment

A pipeline is considered an establishment if it contains any of the following:

- (1) A fluid which—
 - (a) is flammable in air;
 - (b) has a boiling point below 5°C at 1 bar absolute; and
 - (c) is or is to be conveyed in a pipeline as a liquid.
- (2) A fluid which is or is to be conveyed in a pipeline as a gas which is—
 - (a) at pressures at above 8 bar absolute*;
 - (b) flammable in air**.
- (3) Pressurised substances:
 - (a) Mixtures of gas and liquid which have a vapour pressure in excess of 0,5 bar above atmospheric pressure when in equilibrium with its vapour included;
 - (b) A liquid which has a vapour pressure greater than 1,5 bar absolute when in equilibrium with its vapour at either the actual temperature of the liquid or at 20°C.
- (4) A very toxic fluid which—
 - (a) at 20°C has a saturated vapour pressure greater than 0,001 bar; or
 - (b) is or is to be conveyed in the pipeline as a liquid at a pressure greater than 4,5 bar absolute.
- (5) A very toxic or toxic fluid which—
 - (a) is a gas at 20°C and 1 bar absolute; and

- (b) is or is to be conveyed as a liquid or a gas, i.e. ammonia.
- (6) A toxic fluid which—
 - (a) at 20°C has a saturated vapour pressure greater than 0,4 bar; and
 - (b) is or is to be conveyed in the pipeline as a liquid.
- (7) An oxidising fluid which is or is to be conveyed as a liquid.
- (8) A fluid which reacts violently with water.
- (9) Acrylonitrile.
- (10) Carbon dioxide.
- (11) Gasoline. (Note14)

* Paragraph 2(a) also covers liquefied gases which are flammable in air when they are conveyed as a liquid. This includes butane and propane when conveyed in a pipeline as a liquid.

**Paragraph 2(b) is applicable to flammable gases conveyed as a gas. In such cases the additional duties only apply when the flammable gas is conveyed at a pressure in excess of 8 bars absolute. This covers such fluids as methane, butane and propane when conveyed as a gas.

NOTES

- (1) The quantities set in Chapters 1 and 2 relate to each establishment.
- (2) Mixtures and preparations must be treated in the same way as pure substances, provided they remain within the concentration limits set according to their properties under the CLP Regulations (EC 1272\2008, as amended), unless a percentage composition or other description is specifically given.
- (3) Ammonium nitrate: fertilisers capable of *self-sustaining decomposition*.
This applies to ammonium nitrate-based compound/composite fertilisers (compound or composite fertilisers containing ammonium nitrate with phosphate and/or potash) which are capable of self-sustaining decomposition according to UN Trough Test (Part III, subsection 38.2) and in which the nitrogen content as a result of ammonium nitrate is—
 - (a) between 15,75% and 24,5% by weight and either with not more than 0,4% total combustible or organic materials or which satisfies the

requirements of United Nations Recommendations on the Transport of Dangerous Goods: Manual of Tests and Criteria (3rd revised Edition, or as amended from time to time), Ammonium Nitrate Materials (High Nitrogen Content) Safety Regulations 2003, as amended, "the detonation resistance test"; or

(b) 15,75% or less by weight and unrestricted combustible materials.

(4) Ammonium nitrate: *fertiliser grade*.

This applies to straight ammonium nitrate-based fertilisers and to ammonium nitrate-based compound/composite fertilisers which satisfies the requirements of UN TDG and in which the nitrogen content as a result of ammonium nitrate is—

- (a) more than 24,5% by weight, except for mixtures of ammonium nitrate with dolomite, limestone and/or calcium carbonate with a purity of at least 90%;
- (b) more than 15,75% by weight for mixtures of ammonium nitrate and ammonium sulphate;
- (c) more than 28% by weight for mixtures of ammonium nitrate with dolomite, limestone and/or calcium carbonate with a purity of at least 90%, and which satisfy the detonation resistance test.

(5) Ammonium nitrate: *technical grade*.

This applies to—

- (a) ammonium nitrate and preparations of ammonium nitrate in which the nitrogen content as a result of the ammonium nitrate is—
 - (i) *between 24,5% and 28% by weight, and which contain not more than 0,4% combustible substances; or*
 - (ii) *more than 28% by weight, and which contain not more than 0,2% combustible substances;*
 - (b) aqueous ammonium nitrate solutions in which the concentration of ammonium nitrate is more than 80% by weight.
- (6) Ammonium nitrate (10/50): *"off-specs" material not satisfying the detonation test.*

This applies to—

- (a) material rejected during the manufacturing process and to ammonium nitrate and preparations of ammonium nitrate, straight ammonium nitrate-based fertilisers and ammonium nitrate-based compound/composite fertilisers referred to in Notes 2 and 3, that are

being or have been returned from the final user to a manufacturer, temporary storage or reprocessing plant for reworking, recycling or treatment for safe use, because they no longer comply with the specifications of Notes 4 and 5; or

- (b) fertilisers which do not fall within Notes 3(a) and 5 because they do not satisfy the detonation resistance test, other than fertilisers which—
 - (i) *at the time of delivery to a final user satisfied the detonation resistance test; but*
 - (ii) *later became degraded or contaminated; and*
 - (iii) *are temporarily present at the establishment of the final user prior to their return for reworking, recycling or treatment for safe use or to their being applied as fertiliser.*

*15,75% nitrogen content by weight as a result of ammonium nitrate corresponds to 45% ammonium nitrate.

**24,5% nitrogen content by weight as a result of ammonium nitrate corresponds to 70% ammonium nitrate.

***28% nitrogen content by weight as a result of ammonium nitrate corresponds to 80% ammonium nitrate.

(7) Potassium nitrate:

- (a) Potassium nitrate (5 000/10 000): composite potassium nitrate-based fertilisers composed of potassium nitrate in prilled/granular form.
- (b) Potassium nitrate (1 250/5 000): composite potassium nitrate-based fertilisers composed of potassium nitrate in crystalline form.

(8) Polychlorodibenzofurans and polychlorodibenzodioxins. The quantities of polychlorodibenzofurans and polychlorodibenzodioxins are calculated using the following factors:

TABLE 8.1 ITEF

International Toxic Equivalent Factors (ITEF) for the congeners of concern (NATO/CCMS)*			
2, 3, 7, 8-TCDD	1	2, 3, 7, 8-TCDF	0,1
1, 2, 3, 7, 8-PeCDD	0,5	2, 3, 4, 7, 8-PeCDF	0,5
		1, 2, 3, 7, 8-PeCDF	0,05
1, 2, 3, 4, 7, 8-HxCDD	0,1		
1, 2, 3, 6, 7, 8-HxCDD	0,1	1, 2, 3, 4, 7, 8-HxCDF	0,1
1, 2, 3, 7, 8, 9-HxCDD	0,1	1, 2, 3, 7, 8, 9-HxCDF	0,1
		1, 2, 3, 6, 7, 8-HxCDF	0,1
1, 2, 3, 4, 6, 7, 8-HpCDD	0,01	2, 3, 4, 6, 7, 8-HxCDF	0,1
		1, 2, 3, 4, 6, 7, 8-HpCDF	0,01
OCDD	0,001	1, 2, 3, 4, 7, 8, 9-HpCDF	0,01
		OCDF	0,001

* (T = tetra, Pe = penta, Hx = hexa, Hp = hepta, O = octa)

- (9) In a case where dangerous substances fall within category P5a flammable liquids or P5b flammable liquids, then for the purposes of these Regulations the lowest qualifying quantities apply.
- (10) Dangerous substances that fall within the Acute Toxic Category 3 via the oral route (H 301) fall under entry H2 Acute Toxic in those cases where neither acute inhalation toxicity classification nor acute dermal toxicity classification can be derived, for example, due to lack of conclusive inhalation and dermal toxicity data.
- (11) Flammable aerosols classified in accordance with the Classification and Labelling of Chemicals (GHS) classification criteria for substances and mixtures, physical hazards, and flammable gases and aerosols.
- (12) In order to use paragraph (11), the aerosol dispensers must not contain flammable gas Category 1 or 2 nor flammable liquid Category 1.
- (13) In accordance with CLP Regulation, the liquids with a flash point of more than 35°C need not be classified in Category 3 if negative results have been obtained in the sustained combustibility test L.2, Part III, section 32 of the UN

Manual of Tests Criteria. This is, however, not valid under elevated conditions such as high temperature or pressure and therefore such liquids are included in this categories.

- (14) "Gasoline" means any petroleum derivative, other than liquefied petroleum gas, with a flash point between -51°C and -40°C and which is suitable for use in motor vehicles.
- (15) The following examples are for illustrative purposes only and each situation should be considered carefully. In case of any doubt, the individual situation should be discussed with the approved inspection authority.
- (16) The substances present at an establishment only in quantities equal to or less than 2% of the relevant qualifying quantity must be ignored for the purposes of calculating the total quantity present if their location within an establishment is such that it cannot act as an initiator of a major incident elsewhere on site.

(16.1) **Application of the aggregation of substances**

Example 1

A site with 4 tonnes of hydrogen (medium hazard threshold 5 tonnes) and 1 500 tonnes of flammable liquids meeting Category 6 of Chapter 3 of Annexure A (medium hazard threshold 5 000 tonnes).

The aggregation rule gives: $(4/5) + (1\,500/5\,000) = 0,8 + 0,3 = 1,1$

As this result is greater than 1, medium hazard category applies.

Example 2

A site with 150 tonnes of toxic substances meeting Category 2 of Chapter 2 of Annexure A (high hazard threshold 200 tonnes) and 1 tonne of arsenic pentoxide (high hazard threshold 2 tonnes).

The aggregation rule gives: $(150/200) + (1/2) = 0,75 + 0,5 = 1,25$

As this result is greater than 1, high hazard category applies.

- (17) In the case of an establishment where no individual substance or preparation is present in a quantity above or equal to the relevant qualifying quantities, the following rules must be applied to determine if the establishment is covered by the relevant requirements of these Regulations:

(17.1) **Application of the aggregation of categories**

1. High Hazard Category:

If the sum - $q_1/Q_{U1} + q_2/Q_{U2} + q_3/Q_{U3} + q_4/Q_{U4} + q_5/Q_{U5} + \dots$ is greater than or equal to 1, where—

- (a) *q_x = the quantity of dangerous substance x (or category of dangerous substances) falling within Chapter 1 or 2; and*
- (b) *Q_{UX} = the relevant qualifying quantity for substance or category x from column 5 of Chapter 1 or 2, then these Regulations shall apply.*

2. Medium Hazard Category:

If the sum - $q_1/Q_{M1} + q_2/Q_{M2} + q_3/Q_{M3} + q_4/Q_{M4} + q_5/Q_{M5} + \dots$ is greater than or equal to 1, where—

- (a) *q_x = the quantity of dangerous substance x (or category of dangerous substances) falling within Chapter 1 or 2; and*
- (b) *Q_{MX} = the relevant qualifying quantity for substance or category x from column 4 of Chapter 1 or 2, then these Regulations shall apply.*

3. Low Hazard Category:

If the sum - $q_1/Q_{L1} + q_2/Q_{L2} + q_3/Q_{L3} + q_4/Q_{L4} + q_5/Q_{L5} + \dots$ is greater than or equal to 1, where—

- (c) *q_x = the quantity of dangerous substance x (or category of dangerous substances) falling within Chapter 1 or 2; and*
- (d) *Q_{LX} = the relevant qualifying quantity for substance or category x from column 3 of Chapter 1 or 2, then these Regulations shall apply.*

- (18) These rules must be used to assess the overall hazards associated with toxicity, flammability and eco-toxicity. They must therefore be applied three times—

- (a) for the addition of substances and preparations named in Annexure A and classified as toxic or very toxic, together with substances and preparations falling into Category 1 or 2 in Chapter 2;
- (b) for the addition of substances and preparations named in Annexure A and classified as oxidising, explosive, flammable, highly flammable or extremely flammable, together with substances and preparations falling into Category 3, 6, 7a, 7b or 8 of Chapter 2; and
- (c) for the addition of substances and preparations named in Annexure A1 and classified as Annexure A for the environment (toxic to aquatic organisms), together with substances and preparations falling into Category 7(a) or 9(b) in Chapter 2, and the relevant provisions of these Regulations shall apply if any of the sums thereby obtained is greater than or equal to 1.

The relevant provisions of these Regulations apply where any of the sums obtained by (a), (b) or (c) is greater than or equal to 1, *stated in material safety data sheets of substances as per Dangerous Substances Directive (67/548/EEC)*.

(18.1) **Application of the 2% rule**

The 2% rule should be applied as follows:

1. The substances present at an establishment only in quantities equal to or less than 2% of the relevant qualifying quantity must be ignored for the purposes of calculating the total quantity present if their location within an establishment is such that it cannot act as an initiator of a major incident elsewhere on site.
2. This allows for some quantities of substances to be ignored when deciding whether the Regulations apply. Individual quantities of dangerous substances can be ignored if they fulfil the following criteria:
 - (a) *the quantity is 2% or less of its threshold quantity; and*
 - (b) *its location means that it cannot start a major incident elsewhere on site.*
3. *Note that–*
 - (a) *both criteria must be met;*
 - (b) *the quantity involved may be capable of producing a major incident by itself;*
 - (c) *it may be capable of starting a major incident off site; and*

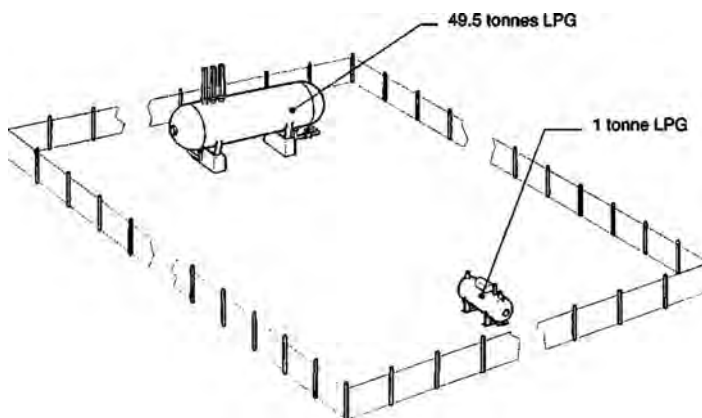
- (d) *if it meets the criteria, it can be ignored only when determining whether the establishment is within the scope of these Regulations. If the establishment is subject to the Regulations because of the presence of other dangerous substances, any quantity of 2% or less must be taken into account when considering the sources and consequences of major incidents.*

The diagram below does not depict an approved installation but it is meant for illustrative purposes only.

Example 1

An establishment with—

- (a) *a large tank containing 49,5 tonnes of LPG; and*
- (b) *a small tank containing 1,0 tonne of LPG.*



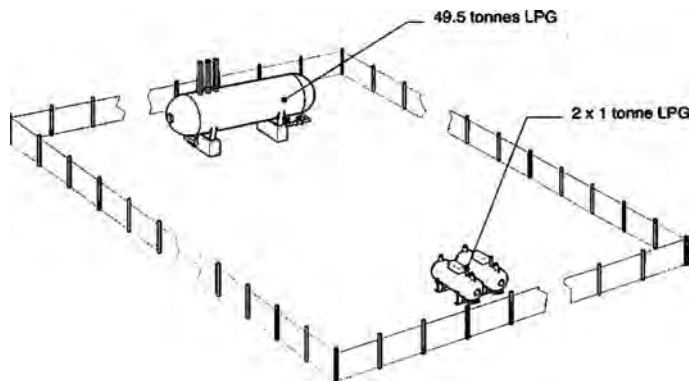
The small tank = 2% of medium hazard threshold (50 tonnes), but the separation from the large tank is sufficient to prevent the small tank starting a major incident at the large tank. It can therefore be ignored in terms of the 2% rule.

The result is that medium hazard category does not apply, even though the total quantity of 50,5 tonnes is above the medium hazard threshold, which places it in the low hazard category.

Example 2

An establishment with—

- (a) a large tank containing 49,5 tonnes of LPG; and
- (b) two small tanks each containing 1,0 tonne of LPG.



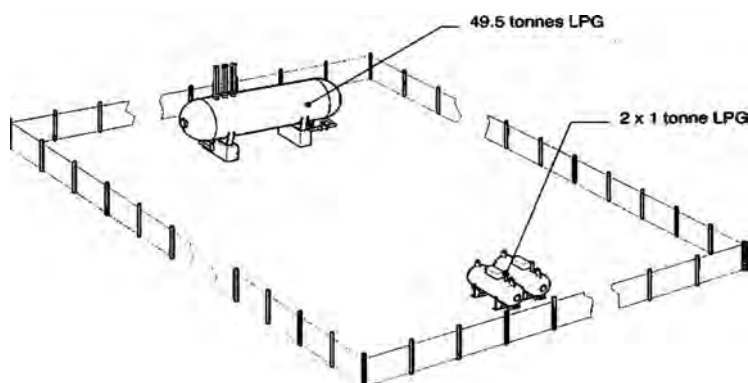
Each small tank = 2% of medium hazard threshold (50 tonnes), but their separation from the large tank and from each other is sufficient to prevent either of them starting a major incident at the other small tank or the large tank. Therefore, each can be ignored in terms of the 2% rule.

The result is that medium hazard category does not apply, even though the total quantity of 51,5 tonnes is above the medium hazard threshold, which places it in the low hazard category.

Example 3

An establishment with—

- (a) a large tank containing 49,5 tonnes of LPG; and
- (b) two small tanks each containing 1,0 tonne of LPG.



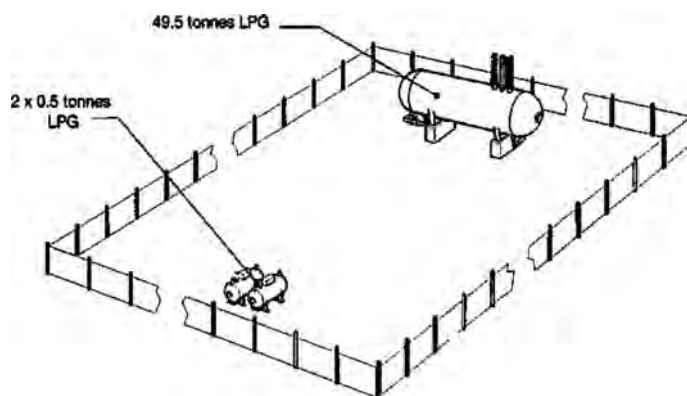
The small tanks are adjacent to each other but their separation from the large tank is not sufficient to prevent the small tanks starting a major incident at the large tank.

Both small tanks = 2% of threshold (50 tonnes), but as they are adjacent they should be regarded as one quantity of more than 2%; therefore, the 2% rule does not apply. As the total quantity of 51,5 tonnes exceeds the medium hazard threshold, the medium hazard threshold applies to this establishment.

Example 4

An establishment with—

- (a) *a large tank containing 49,5 tonnes of LPG; and*
- (b) *two small tanks each containing 0,5 tonnes of LPG.*



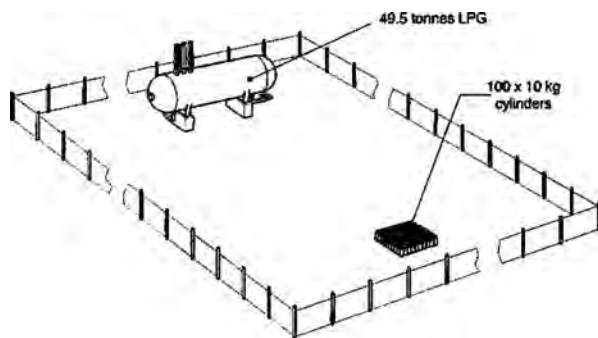
The small tanks are adjacent to each other but well separated from the large tank.

Both small tanks = 1% of threshold (50 tonnes), but as they are adjacent they should be regarded as one quantity of 1 tonne which = 2%. As this cannot start a major incident elsewhere on site, the 2% rule applies and the medium hazard category does not apply even though the total quantity is greater than the medium hazard threshold, which places it in the low hazard category.

Example 5

An establishment with—

- (a) *a large tank containing 49,5 tonnes of LPG; and*
- (b) *a compound containing 100 x 10 kg cylinders of LPG, i.e. 1 tonne in total.*



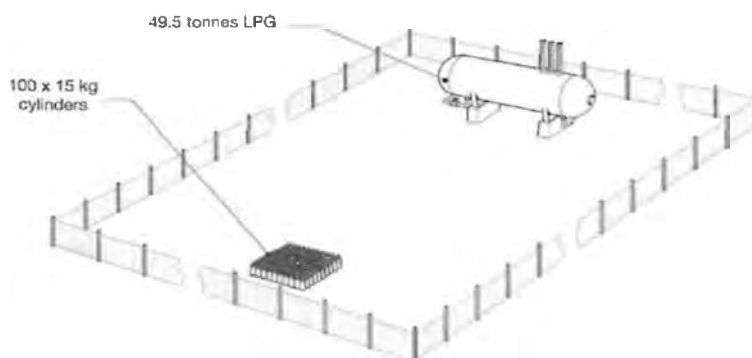
The separation between the compound and the large tank is sufficient to prevent the cylinders starting a major incident at the large tank.

Each cylinder contains less than 2% of the medium hazard threshold (50 tonnes) and the total quantity in the cylinders is 1 tonne, which is 2% of the medium hazard threshold. The cylinder compound cannot start a major incident elsewhere on site, so the 2% rule applies. Therefore, the medium hazard category does not apply, which places it in the low hazard category.

Example 6

An establishment with—

- (a) a large tank containing 49,5 tonnes of LPG; and*
- (b) a compound containing 100 x 15 kg cylinders of LPG, i.e. 1,5 tonnes in total.*



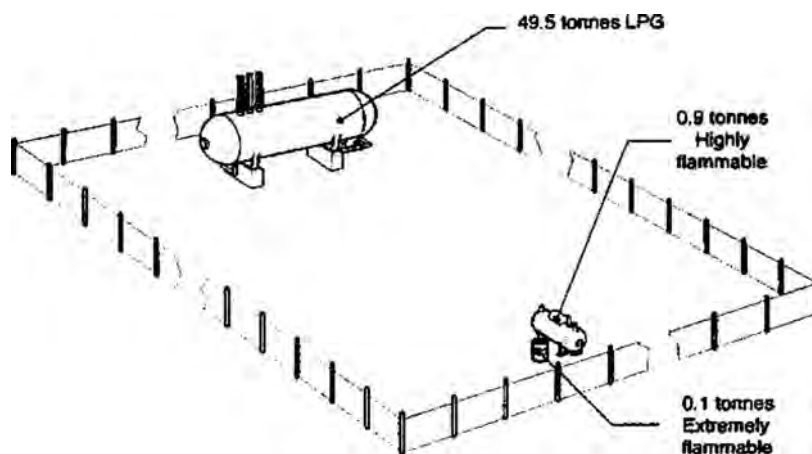
The separation between the compound and the large tank is sufficient to prevent the cylinders starting a major incident at the large tank.

Each cylinder contains less than 2% of the medium hazard threshold (50 tonnes) but as they are adjacent to each other they should be treated as one quantity of 1,5 tonnes, which is greater than 2% of the medium hazard threshold. Therefore, the medium hazard category applies to this establishment.

Example 7

An establishment with—

- (a) a large tank containing 49,5 tonnes of LPG;
- (b) a tank containing 0,9 tonnes of highly flammable liquid (medium hazard threshold 50 tonnes); and
- (c) a tank containing 0,1 tonnes of extremely flammable liquid (medium hazard threshold 10 tonnes).



The small tanks are adjacent, but their separation from the large tank is enough to prevent the small tanks starting a major incident at the large tank. The total quantity for application purposes is determined by the aggregation rules, but first it is necessary to determine if the small tanks together exceed 2% of their threshold.

To do this, each one is expressed as a percentage of its own threshold and added together:

1. Small tanks

$(0,9/50) + (0,1/10) = 0,018 + 0,01 = 1,8\% + 1,0\% = 2,8\%$. As this is greater than 2%, they cannot be ignored for application purposes.

The aggregation rule gives:

$$(49,5/50) + (0,9/50) + (0,1/10)$$

$$= 0,99 + 0,018 + 0,01$$

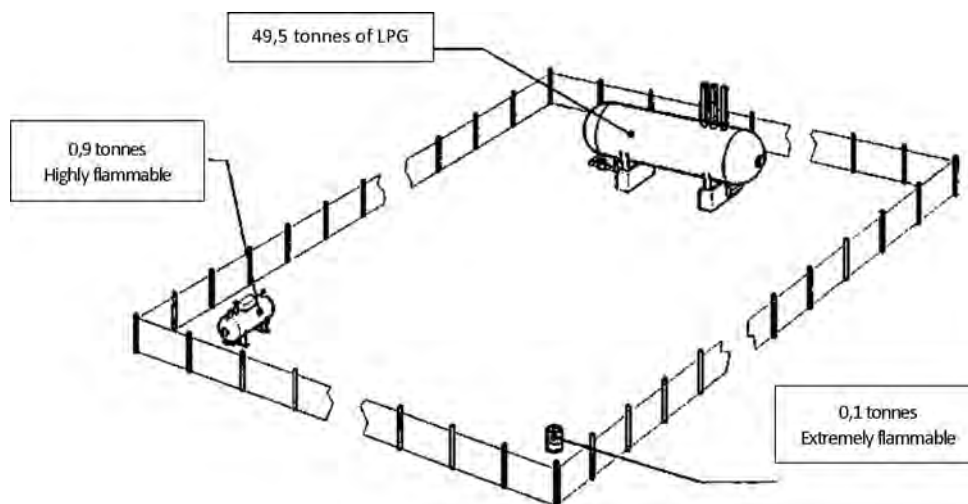
$$= 1,018$$

1,018 is greater than 1, so the medium hazard category applies to the establishment.

Example 8

An establishment with—

- (a) a large tank containing 49,5 tonnes of LPG;
- (b) a tank containing 0,9 tonnes of highly flammable liquid (medium hazard threshold 50 tonnes); and
- (c) a tank containing 0,1 tonnes of extremely flammable liquid (medium hazard threshold 10 tonnes).



The separation is sufficient that neither small tank can start a major incident at either the other small tank or the large tank.

Because neither small tank exceeds 2% of its threshold, they can both be ignored for application purposes and the total quantity for application purposes is, therefore, the 49,5 tonnes of LPG. This is below its medium hazard threshold, so the medium hazard category does not apply to the establishment, which places it in the low hazard category.

ANNEXURE B

The fees for the registration and renewal of a certificate of registration are set out in the third and fourth columns of the table below:

<i>CATEGORY OF MHI</i>	<i>CLASSES OF MHI</i>	<i>REGISTRATION FEE</i>	<i>RENEWAL FEE</i>
<i>Considered an MHI</i>	<i>-</i>	<i>R350</i>	<i>R350</i>
<i>Storage, use, handling, manufacturing and processing of one or more dangerous substances</i>	<i>LOW</i>	<i>R350</i>	<i>R350</i>
	<i>MEDIUM</i>	<i>R400</i>	<i>R400</i>
	<i>HIGH</i>	<i>R450</i>	<i>R450</i>

ANNEXURE C***Major Incident Prevention Policy***

The following principles should be taken into account when preparing a major incident prevention policy:

- (1) *For the purpose of implementing the duty holder's major incident prevention policy and process safety management system, the following elements must be considered:*
 - (a) *the requirements laid down in the major incident prevention policy document must be proportionate to the hazards associated with major incidents present in the establishment;*
 - (b) *the major incident prevention policy must include the duty holder's aims and principles of action with respect to the control of hazards associated with major incidents.*
 - (c) *the process safety management system must include resources for determining and implementing the major incident prevention policy.*
- (2) *The following issues must be addressed by the process safety management system:*
 - (a) *organisation and personnel – the roles and responsibilities of personnel involved in the management of major hazards at all levels in the organisation. The identification of training needs of such personnel and*

- the provision of the training so identified. The involvement of employees and, where appropriate, subcontractors;*
- (b) identification and evaluation of major hazards – adoption and implementation of procedures for systematically identifying major hazards arising from normal and abnormal operation and the assessment of their likelihood and severity;*
 - (c) operational control – adoption and implementation of procedures and instructions for safe operation, including maintenance of plant, processes, equipment and temporary stoppages;*
 - (d) management of change – adoption and implementation of procedures for planning modifications to, or the design of, new installations, processes or storage facilities;*
 - (e) planning for emergencies – adoption and implementation of procedures to identify foreseeable emergencies by systematic analysis and to prepare, test and review emergency plans to respond to such emergencies;*
 - (f) monitoring performance – adoption and implementation of procedures for the ongoing assessment of compliance with the objectives set by the duty holder major incident prevention policy and process safety management system, and the mechanisms for investigation and taking corrective action in the case of non-compliance. The procedures must cover the employer, self-employed person or user's system for reporting major incidents or near misses, particularly those involving failure of protective measures, and their investigation and follow-up on the basis of lessons learnt;*
 - (g) audit and review – adoption and implementation of procedures for periodic systematic assessment of the major incident prevention policy and the effectiveness and suitability of the process safety management system; the documented review of performance of the policy and process safety management system and its updating by senior management.*

ANNEXURE D

SAFETY REPORTS

MINIMUM INFORMATION TO BE INCLUDED IN SAFETY REPORT

The information referred to in regulation 12(1), (5) and (7) is as follows:

- (1) *Information on the management system and on the organisation of the establishment with a view to major incident prevention.*
- (2) A process safety management system must—
 - (a) be proportionate to the hazards, industrial activities and complexity of the organisation in the establishment;
 - (b) be based on assessment of the risks;
 - (c) include within its scope the general management system, including the organisational structure, responsibilities, practices, procedures, processes and resources for determining and implementing the major incident prevention policy.
- (3) The following matters must be addressed by the process safety management system:
 - (a) in relation to the organisation and personnel—
 - (i) the roles and responsibilities of personnel involved in the management of major hazards at all levels in the organisation, together with the measures taken to raise awareness of the need for continuous improvement;
 - (ii) the identification of the training needs of such personnel and the provision of the training;
 - (iii) the involvement of employees and of subcontracted personnel working in the establishment, who are important from the point of view of safety;
 - (b) the identification and evaluation of major hazards: the adoption and implementation of procedures for systematically identifying major hazards arising from normal and abnormal operation, including subcontracted activities where applicable, and the assessment of their likelihood and severity;
 - (c) in relation to operational control—
 - (i) the adoption and implementation of procedures and instructions for safe operation, including maintenance of plant, processes and

- equipment, and for alarm management and temporary stoppages;
- (ii) the taking into account of available information on best practices for monitoring and control, with a view to reducing the risk of system failure;
 - (iii) the management and control of the risks associated with ageing equipment installed in the establishment and its corrosion;
 - (iv) the inventory of the establishment's equipment, and the strategy and methodology for the monitoring and control of the condition of the equipment;
 - (v) appropriate follow-up actions and any necessary countermeasures;
- (d) the management of change: the adoption and implementation of procedures for planning modifications to, or the design of, new installations, processes or storage facilities;
- (e) in relation to planning for emergencies—
- (i) the adoption and implementation of procedures to identify foreseeable emergencies by systematic analysis;
 - (ii) the preparation, testing and review of emergency plans to respond to emergencies and the provision of specific training for staff, such training to be given to all personnel working in the establishment, including relevant subcontracted personnel;
- (f) in relation to monitoring performance—
- (i) the adoption and implementation of procedures for the ongoing assessment of compliance with the objectives set by the operator's major accident prevention policy and safety management system, and the mechanisms for investigation and taking corrective action in case of non-compliance;
 - (ii) the procedures must cover the operator's system for reporting major incidents or 'near misses', particularly those involving failure of protective measures, and their investigation and follow-up on the basis of lessons learned;
 - (iii) the procedures could also include performance indicators such as safety performance indicators and/or other relevant indicators;

- (g) in relation to audit and review—
 - (i) the adoption and implementation of procedures for periodic systematic assessment of the major accident prevention policy and the effectiveness and suitability of the process safety management system;
 - (ii) the documented review of performance of the policy and process safety management system and its updating by senior management, including consideration and incorporation of necessary changes indicated by the audit and review.

The information in the safety report must contain the elements set out in Annexure C.

(4) Presentation of the site and surrounding area of the establishment:

- (a) description of the site and its surrounding area, including the geographical location, meteorological, geographical and hydrographic conditions and, if necessary, its history;*
- (b) identification of installations and other activities of the establishment which could present a major incident hazard;*
- (c) description of areas where a major incident may occur.*

(5) Description of the establishment:

- (a) description of the main activities and products of the parts of the establishment which are important from the point of view of safety, sources of major incident risks and conditions under which such a major incident could happen, together with a description of proposed preventive measures;*
- (b) description of processes, in particular the operating methods;*
- (c) description of dangerous substances:*
 - (i) inventory of dangerous substances, including—*
 - (aa) the identification of dangerous substances: chemical name, the UN number;*
 - (bb) the maximum quantity of dangerous substances present;*
 - (ii) physical, chemical, toxicological characteristics and indication of the hazards, both immediate and delayed for people;*

- (iii) *physical and chemical behaviour under normal conditions of use or under potential incidental conditions.*
- (6) *Identification and incidental risks analysis and prevention methods:*
 - (a) *detailed description of the possible major incident scenarios and their probability or the conditions under which they occur, including a summary of the events which may play a role in triggering each of these scenarios, the causes being internal or external to the establishment;*
 - (b) *assessment of the extent and severity of the consequences of identified major incidents;*
 - (c) *description of technical consideration, methods and tools used for the safety evaluation of the establishment.*
- (7) *Measures of protection and intervention to limit the consequences of an incident:*
 - (a) *description of the equipment installed in the plant to limit the consequences of major incidents;*
 - (b) *organisational alert and intervention;*
 - (c) *description of internal or external resources that can be mobilised;*
 - (d) *summary of elements described in subparagraphs (a), (b) and (c);*
 - (e) *necessity for drawing up the on-site emergency plan.*

ANNEXURE E

AIA REPORTS: _____

AIA number: _____

<i>Physical address</i>	<i>Type</i>	<i>Responsible person</i>	<i>Assessor</i>	<i>Type of assessment</i>	<i>Date of previous assessment</i>	<i>Date of assessment</i>

FORM A
NOTIFICATION OF AN ESTABLISHMENT

(Regulation 4)

Detailed guidance can be obtained from the Major Hazard Installation Regulations, 2022, which is available on the Department of Employment and Labour's website, www.labour.gov.za.

The completed form must be hand-delivered to the Department of Employment and Labour's offices.

Physical address:

215 Francis Baard Street
Laboria House Building
Pretoria
0001

Or, alternatively, you may make enquiries by email to webmail@labour.gov.za. As electronic communication cannot be guaranteed to be secure, you may decide not to use this means if you regard any of the information as confidential.

A determination must be made by the applicant who the correct recipient at the local government is. This recipient must be an appropriate member from the relevant section or senior management at the local government.

2. BASIC PARTICULARS OF THE ESTABLISHMENT

Name of the establishment:	
Registered name of the business:	
Company Registration No.:	
Chief Executive Officer:	
CEO's physical address:	
CEO's telephone number:	
Name of the responsible person and contact:	
Physical address of the establishment:	
Telephone number of the establishment:	
Email:	
Industry sector:	
Brief description of activity or proposed activity concerned:	
Health and safety representative(s). (At least two, where applicable)	
Trade Union	

2. CLASSIFICATION

2.1 Type of hazard of the establishment (mark with an X)

Low		Medium		High	
------------	--	---------------	--	-------------	--

2.2 Type of notification

Proposed		Renewal		Review due to changes	
-----------------	--	----------------	--	------------------------------	--

Comment on the lifetime of the establishment:

2.3 When did the assessment expire? _____

2.4 Age of the establishment _____

2.5 Subsequent risk assessments

DATE OF MHI RISK ASSESSMENT	TYPE OF MHI RISK ASSESSMENT	AIA

2.6 Date of evaluation of current risk assessment: _____

2.7 Were the employees consulted and informed of the status of the establishment?

Yes		No	
-----	--	----	--

Attach proof

If not, provide a reason:

3. PUBLIC AWARENESS

3.1 Were the neighbours and public notified?

Yes		No	
-----	--	----	--

Attach proof

If not, provide a reason:

3.2 Were there any objections?

Yes		No	
------------	--	-----------	--

Attach proof

If yes, provide a reason:

3.3 Were the objections regarding health and safety of the public?

Yes		No	
------------	--	-----------	--

Attach proof

If yes, provide a reason and resolutions:

4. INVENTORY OF SUBSTANCES

Provide an inventory list of all substances that will be present, their physical form and quantity.

Physical form includes gas, liquid, powder and solids.

Quantity is the maximum which is anticipated will be present.

The information as in Annexure A must be used.

Name of substance	Physical form	Maximum quantity

Describe other establishments or features of environment which could lead to a major incident on your site. Describe elements of surrounding environment which could make the consequences of a major incident worse (e.g. nearby housing, other occupied buildings, farming and sewage works)	Details of the elements of the immediate environment liable to cause a major incident or aggravate the consequences thereof:
	Neighbouring establishments
	Surrounding vulnerabilities
Other	

5. DETAILS OF APPROVED INSPECTION AUTHORITY (AIA)

- 5.1 Name of the AIA (as relevant): _____
- 5.2 AIA number: _____
 (Attach certificate)
- 5.3 SANAS certificate number: _____
 (Attach certificate and schedule)
- 5.4 Name of assessor: _____
 (Attach competency records)
- 5.5 Telephone number: _____

6. SITE MAPS*Attach proof***7. LOCAL GOVERNMENT**

7.1 Name of local government: _____

7.2 Contact person: _____

7.3 Contact details: _____

7.4 Province: _____

Attach proof of advertisement of the status

7.5 Land use approval status

Yes		No	
------------	--	-----------	--

*Attach proof**If not, state the reasons and attach proof of when the permit will be submitted:*

7.6 Acknowledgement by local government

Official Stamp

Received by: _____

DESIGNATION: _____

Contact: _____

Signature: _____

8. EMERGENCY PREPAREDNESS

8.1 Emergency preparedness plans

(a) On-site plan

Yes		No	
------------	--	-----------	--

Attach proof

If not yet concluded, attach action plan with clear target dates of not more than six months and comment below:

(b) *Off-site plan*

Yes		No	
------------	--	-----------	--

Attach proof

If not yet concluded, attach action plan with clear target dates of not more than six months and comment below:

8.2 *Relevant local government responsible for activating emergency plans*

Name: _____

Contact Person: _____

Designation: _____

Was there an agreement between the establishment and the local government?

Yes		No	
------------	--	-----------	--

Attach proof

If no, comment and attach certificate of designation:

8.3 *What is the upcoming revision period (maximum of three years)?*

8.4 Were employees consulted?

Yes		No	
------------	--	-----------	--

Attach proof

Attach consent statement from relevant health and safety representative(s) or health and safety committee.

8.5 Were employees trained on emergency preparedness and procedures to follow during all types of emergencies?

Yes		No	
------------	--	-----------	--

*Attach proof***9. SIGNATURES****9.1** Establishment Representative

Name and Surname: _____ Position: _____

Date: _____

*Attach letterhead of the establishment***9.2** Responsible Person

Name and Surname: _____ Position: _____

Date: _____

Attach appointment letter

FORM B**APPLICATION FOR REGISTRATION AS APPROVED INSTALLATION
INSPECTION AUTHORITY****DEPARTMENT OF EMPLOYMENT AND LABOUR
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**

<i>The Chief Inspector Department of Employment and Labour Private Bag X117 PRETORIA, 0001</i>	
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The Chief Inspector

I hereby apply to be registered as an approved inspection authority for major hazard establishments in terms of regulation 19 of the Major Hazard Installation Regulations, 2022. I declare that the particulars given below are, to the best of my knowledge and belief, correct.

1. PARTICULARS OF INSPECTION BODY

Registered name of Inspection Body: _____

Trading name: _____

State whether you are a sole proprietor/partnership/company/close corporation (delete which is not applicable)

Business registration number: _____

Chief Executive Officer: _____

Partners: _____

Province: _____

Physical Address: _____

2. SCOPE OF APPLICATION (Tick appropriate block(s))

TYPE A	3 rd party	
TYPE B	In-house	
TYPE C	Manufacturer	

3. SIGNATORIES:

3.1 _____

3.2 _____

4. SPECIMEN SIGNATURE OF THE SIGNATORIES:

1		2	3	4
3.1				
3.2				

Attach more if there are many

SUPPORTING DOCUMENTS

- (a) Certified copy of IDs
- (b) Certified copy of business registration
- (c) Organogram of the inspection body
- (d) Certified copy of accreditation certificate and schedule from the accreditation body

Signature of the applicant _____

Date of application: _____

FOR OFFICE USE

Application : APPROVED/NOT APPROVED

REASON FOR REFUSAL: _____

COMMENTS: _____

Allocated Registration Number: _____

Approving Official: _____

Signature: _____

Date: _____

Annexure G



PEER REVIEW OF VALUATIONS

REVIEW CERTIFICATE

Date: 28/02/2025

**PEER REVIEW ON VALUATION REPORT PERFORMED BY DDP VALUERS FOR SITE
LEASED BY FFS, PORT OF CAPE TOWN: (Refer to Report for Detail Information)**

DESCRIPTION	ASSET NUMBER	MARKET VALUE
FFS Tank Terminal & Nautilus Terminal at Port of Cape Town	MOVEABLE ASSETS	R102,110,000.00

I Certify That, To the Best of My Knowledge and Belief That I Abedinego Munsanje –
National Manager Valuations:

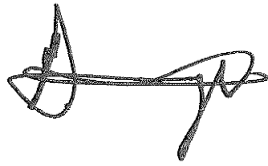
- The Statements of Fact and Data Reported by The Reviewer and Used in The Review Process Are True and Correct.
- The Reported Analyses, Opinions, And Conclusions in This Review Report Are Limited Only by The Assumptions and Limiting Conditions Stated in This Review Report, And Are My Personal, Impartial, And Unbiased Professional Analyses, Opinions, And Conclusions.

- I Have No Present or Prospective Interest in The Properties That Is the Subject of The Work Under Review and No Personal Interest with Respect to The Parties Involved.
- I Have No Bias with Respect to The Properties That Is the Subject of The Work Under Review or The Parties Involved with This Assignment.
- My Engagement in This Assignment Was Not Contingent Upon Developing or Reporting Predetermined Results.
- My Analyses, Opinions, And Conclusions Were Developed and This Review Report Was Prepared in Conformity With The Uniform Standards Of Professional Valuers Practice.

Unless Otherwise Stated, I Have:

- a) Read The Entire Valuation Reports And Addenda And Materials Provided To Support The Analysis Therein And Agree With The Values As Provided By Valuers.**
- b) Reconciled Descriptive Information And Mathematical Calculations Relative To The Property And All Valuation Approaches, Unless Otherwise Stated.**
- c) Reviewed And Verified The Integrity Of All Approaches Presented In The Valuation Reports, Unless Otherwise Stated.**

**d) Only The Information That Was Considered By The Original Valuer Was
Used In Developing An Opinion As To The Quality Of The Work Under
Review.**



Mr. A Munsanje (Reviewed By)

National Valuation Manager

Reg No: 6339/9

(M) SACPVP

TPL PEER REVIEW



FFS TANK TERMINALS: CAPE TOWN AND NAUTILUS TERMINALS ASSET EVALUATION REPORT



SEPTEMBER 2024

K&T PROJECT REFERENCE: 17165P

REVISION A



Details of this report

Client Name	FFS Tank Terminals
Document Title	FFS Tank Terminals Cape Town Asset Evaluation Report
K&T Project Reference	17165P
File Name	17165P FFS Tank Terminals Cape Town Asset Evaluation Report
Prepared By	J Beute
Reviewed By	D James

Report Revision Record

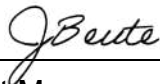
Revision	Date	Description
A	02/09/2024	Issued to Client for Review

This report has been prepared by Kantey & Templer (Pty) Ltd, with all reasonable skill, care and diligence within the terms of the Contract with the client, incorporating our General Terms and Conditions of Business and taking account of the resources devoted to it by agreement with the client.

We disclaim any responsibility to the client and others in respect of any matters outside the scope of the above.

This report is confidential to the client and we accept no responsibility of whatsoever nature to third parties to whom this report, or any part thereof, is made known. Any such party relies on the report at their own risk.

For and on behalf of Kantey & Templer (Pty) Ltd

For and on behalf of	
Kantey & Templer (Pty) Ltd	
Approved by:	<u>Jan Beute</u>
Signed:	<u></u>
Position:	<u>Project Manager</u>
Date:	<u>02 September 2024</u>

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**FFS TANK TERMINALS
CAPE TOWN & NAUTILUS ASSET EVALUATION REPORT**

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1 BACKGROUND

Kantey & Templer (K&T) have been appointed by FFS Tank Terminals to prepare an asset evaluation report for their Cape Town & Nautilus terminals located on Ocean Road within the Port of Cape Town.

Table 1.1: Contact details of client for this report

Depot name	FFS Tank Terminals: Cape Town & Nautilus Terminals
Contact Person	Mbuseleni Zulu
Contact details	mbuseleniz@ffs.co.za

2 KEY INFORMATION FOR REPORT

Physical Address: Cape Town Terminal	FFS Tank Terminals – Cape Town Terminal Ocean Road Port of Cape Town Cape Town 8000 Western Cape South Africa
GPS Co-Ordinates: Cape Town Terminal	33°55'09.19" S 18°26'53.88" E
Physical Address: Nautilus Terminal	FFS Tank Terminals – Nautilus Terminal Ocean Road Port of Cape Town Cape Town 8000 Western Cape South Africa
GPS Co-Ordinates: Nautilus Terminal	33°55'05.10" S 18°26'48.49" E
Date of Inspection	05 th August 2024
Date of Evaluation	05 th August 2024
Valuation Methodology	Market Value
Description of Movable Assets	<ul style="list-style-type: none"> • Terminal Infrastructure: <ul style="list-style-type: none"> ○ Tankage ○ Piping ○ Valves ○ Equipment ○ Pumps ○ Electrical & Instrumentation • Other terminal Infrastructure: <ul style="list-style-type: none"> ○ Temporary buildings/structures
Market Value – Movable Assets	ZAR 102 110 000

3 REPORT SUMMARY

3.1 Purpose of Report

The purpose of this evaluation report is to determine the Replacement Value and Market Value of the assets as identified by the client on the date of evaluation.

The land is rented by FFS Tank Terminals from Transnet National Ports Authority (TNPA), on expiry of the lease all movable assets are to be removed and the immovable assets are to be returned to TNPA. Immovable assets are considered to be affixed to the land.

3.2 Method of Evaluation

The Cost Approach Valuation method has been adopted for this report, this method is commonly used for facilities that utilises specialised equipment and plant.

The Cost Approach Valuation is a valuation method that bases an assets market value off the cost it would take to construct an equivalent asset. The **cost** approach takes into account the cost of construction, less depreciation.

3.3 Date of Site Inspection

05th August 2024

3.4 Date of Evaluation

05th August 2024

3.5 Source of information for report

- Drawings as supplied by client
- Data sheets as supplied by client
- Equipment lists as supplied by client
- Site inspection which included:
 - Visual inspection of the site
 - Discussions with site operational staff
- Recent similar projects completed
- Suppliers of specialised equipment
- Construction contractors completing similar works

3.6 Assumptions

Kantey & Templer have completed a high-level asset register utilising the following information:

- Drawings as supplied by client
- Data sheets as supplied by client
- Equipment lists as supplied by client
- Site inspection which included - Visual inspection of the site, discussions with site operational and engineering staff

A physical inspection of the site was performed to inspect various components as far as possible. Equipment/Infrastructure that was not accessible (I.e. covered or inaccessible) have not been inspected, in this scenario Kantey & Templer have used good engineering practice assumptions for the writing of this report.

No testing/surveying of existing infrastructure/equipment was performed for this report, It has been assumed that all infrastructure/equipment in a satisfactory state of repair and condition unless otherwise stated within this report

4 LOCATION

FFS Tank Terminals are located off Ocean Road, Table Bay Harbour, Port of Cape Town, Cape Town Western Cape.

Refer to below location map of FFS Tank Terminals in relation to the City of Cape Town:



Refer to below location map of FFS Tank Terminals:

Cape Town Terminal entrance co-ordinates	33°55'09.19"S 18°26'53.88"E
Nautilus Terminal entrance co-ordinates	33°55'05.10"S 18°26'48.49"E



5 SITE DESCRIPTION

Cape Town Terminal:

The Terminal is located on Ocean Road within the Port of Cape Town, products stored include Vegetable Oil and Molasses.

Product is either imported via vessel or road tanker, stored in tankage and then exported to road tanker or vessel. The terminal can heat product (Vegetable Oils), transfer between tankage and recirculate within tank.

The Terminal has six molasses and nine vegetable oil tanks, all vegetable oil tanks have level transmitter for stock control and level switch for high-high level protection. The level switch will shut down the incoming isolation valve at the import manifold on detection of high-high level within the tank.

The Terminal has one road loading gantry with two bays including structural steel canopy over, spill protection slab and high-level access to road tanker. The road gantry services both vegetable oils and molasses, filling of road tankers is via top loading and receipt is via receipt hose.

Firefighting on site is via fire hoses and portable fire extinguishers.

The site has a hot water heater with heating network within the vegetable oil tank farm to heat the tanks.

The site has a dirty water collection and containment system for the collection and safe disposal of contaminated water.

Other site facilities include offices, workshop, compressor with strategically located air points around the site, water distribution system with strategically located water points around the site, site CCTV, site lighting etc.



Nautilus Terminal:

The Terminal is located on Ocean Road within the Port of Cape Town, products stored include Vegetable Oil.

Product is either imported via vessel or road tanker, stored in tankage and then exported to road tanker or vessel. The terminal can heat product, transfer between tankage and recirculate within tank.

The Terminal has five vegetable oil tanks, all vegetable oil tanks have level transmitter for stock control and level switch for high-high level protection. The level switch will shut down the incoming isolation valve of the affected tank on detection of high-high level within the tank.

The Terminal has one road loading gantry with a single bay including structural canopy over, spill protection slab and high-level access to road tanker. There is a weighbridge for stock control product being loaded/received via road tanker. The road gantry services vegetable oils, filling of road tankers is via top loading, receipt is via receipt hose.

Firefighting on site is via fire hoses and portable fire extinguishers.

The site has a hot water heater with heating network within the vegetable oil tank farm to heat the tanks.

The site has a dirty water collection and containment system for the collection and safe disposal of contaminated water.

Other site facilities include portable office/store/ablution facilities, compressor with strategically located air points, water distribution system with strategically located water points around the site, site CCTV, site lighting etc.



6 SITE IMPROVEMENTS

6.1 Tankfarm

The Port of Cape Town is situated on reclaimed land with the fill material used being imported from different parts of the Cape Flats area and is extremely variable including builders' rubble, concrete and other materials. For any high load structures (i.e. Bulk storage tanks) ground improvements would be required (for example piling, dynamic compaction and/or excavate and fill and compact with selected material).

6.1.1 Cape Town Terminal:

a) Tanks constructed on site are as follows

Tank No	Product	Heating Coils	Volume (m³)	Year Built	Design Life
TK-1	Molasses	No	1 534	1985	45
TK-2	Molasses	No	1 534	1985	45
TK-3	Molasses	No	1 534	1985	45
TK-4	Molasses	No	127	1985	45
TK-5	Molasses	No	127	1985	45
TK-6	Veg Oil	Yes	615	1985	45
TK-7	Veg Oil	Yes	615	1985	45
TK-8	Veg Oil	Yes	615	1985	45
TK-9	Veg Oil	Yes	615	1985	45
TK-10	Veg Oil	Yes	719	1996	45
TK-11	Veg Oil	Yes	719	1996	45
TK-12	Veg Oil	Yes	719	1996	45
TK-13	Veg Oil	Yes	719	1996	45
TK-14	Veg Oil	Yes	719	1996	45
TK-15	Molasses	Yes	523	1996	45
TK-Slops	Slops	Yes		1996	45
TK-HFO	HFO	No		1996	45

- b) Due to lack of as-built documentation on the Cape Town Terminal, it is unknown what form of ground improvements was used for the construction of the tanks and therefore assumptions have made for the purpose of this report.
- c) Concrete Tank ring beams
 - d) Concrete bundwalls and bund floors
 - e) Bund drainage
 - f) Bund access
 - g) High level intertank walkways
 - h) Low level pipe supports
 - i) High level pipe supports
 - j) Product piping, fittings, valves and equipment
 - k) Electrical and instrumentation cabling
 - l) Tank level transmitters to vegetable oil tanks
 - m) High-high level detection connected to Rotork manifold inlet valves to vegetable oil tanks

6.1.2 Nautilus Terminal:

- a) Tanks constructed on site are as follows

Tank No	Product	Heating Coils	Volume (m³)	Year Built	Design Life
TK-01	Veg Oil	Yes	2 500	2019	45
TK-02	Veg Oil	Yes	2 500	2019	45
TK-03	Veg Oil	Yes	2 500	2019	45
TK-04	Veg Oil	Yes	1 250	2019	45
TK-04	Veg Oil	Yes	1 250	2019	45
TK-HFO	HFO	No	9	2019	45

- b) Tanks have been constructed on piled raft foundations.
- c) Concrete Tank ring beams
- d) Concrete bundwalls and bund floors
- e) Bund drainage
- f) Bund access
- g) High level intertank walkways
- h) Low level pipe supports
- i) High level pipe supports
- j) Product piping, fittings, valves and equipment
- k) Electrical and instrumentation cabling
- l) Tank level transmitters
- m) High-high level detection connected to Rotork tank inlet valves

6.2 Product distribution

6.2.1 Cape Town Terminal:

- a) 18" CS Molasses import/export line connected to Tanker Berths 1 & 2 (Piggable) with all associated civil/structural works, piping, valves and equipment
- b) 6" SS Vegetable Oil import/export line connected to Tanker Berths 1 & 2 (Piggable) with all associated civil/structural works, piping, valves and equipment
- c) Molasses brick pumproom building with all associated civil/structural works, piping, valves and equipment
- d) Vegetable Oil import export manifold area with concrete spill slab and all associated, piping, valves and equipment
- e) Vegetable pumpbay area with concrete spill slab and all associated, piping, valves and equipment
- f) 2 Bay road loading/receipt gantry including concrete spill slab, structural steel canopy and all associated, piping, valves and equipment
- g) Electrical and instrumentation cabling

6.2.2 Nautilus Terminal:

- a) Connection into 6" SS Vegetable Oil import/export line connected to Tanker Berths 1 & 2 (Piggable) with all associated civil/structural works, piping, valves and equipment
- b) Vegetable Oil import export manifold area all associated, piping, valves and equipment
- c) Vegetable pumpbay area with concrete spill slab and all associated, piping, valves and equipment
- d) 1 Bay road loading/receipt gantry including concrete spill slab, structural steel canopy and all associated, piping, valves and equipment
- e) Weigh Bridge for stock control of export and import of product by road
- f) Electrical and instrumentation cabling

6.3 Utilities

6.3.1 Cape Town Terminal:

- a) Hot water heating plant with all associated civil/structural works, piping, valves and equipment
- b) Compressed air system with all associated civil/structural works, piping, valves and equipment
- c) Water distribution network

6.3.2 Nautilus Terminal:

- a) Hot water heating plant with all associated civil/structural works, piping, valves and equipment
- b) Compressed air system with all associated civil/structural works, piping, valves and equipment
- c) Water distribution network

6.4 Other facilities

6.4.1 Cape Town Terminal:

- a) Admin/Operations office
- b) Workshop
- c) Temporary offices for Security, store etc
- d) Site drainage system which includes oily water, storm water and foul sewer
- e) Site roads and walkways
- f) Site access stairs
- g) Site security including perimeter fencing, gates and security cameras

6.4.2 Nautilus Terminal:

- a) Admin/Operations office
- b) Temporary offices for Security, store, ablutions etc
- c) Site drainage system which includes oily water, storm water and foul sewer
- d) Site roads and walkways
- e) Site access stairs
- f) Site security including perimeter fencing, gates and security cameras

7 ASSUMPTIONS FOR EVALUATION REPORT

7.1 The evaluation report is to estimate the following:

- Replacement Value
- Market value (Depreciated Value)
- Remaining life expectancy

7.2 The terminal is split into the following areas:

- Cape Town Plant (CTT)
 - i. Vegetable Oil
 - ii. Molasses
 - iii. Heating
 - iv. Water
 - v. Air
- Nautilus Plant (NAU)
 - i. Vegetable Oil
 - ii. Heating
 - iii. Water

7.3 The evaluation report is to include for the following movable assets:

- Tankage
- Product piping & equipment
- Electrical and Instrumentation infrastructure
- Other movable assets

7.4 The evaluation report is to include for the following project related costs:

- Land rental for duration of project
- Owners Costs
- Engineering Costs
- Surveys and specialist reports (I.e., EIA, geotechnical report, site survey etc.)

8 EVALUATION METHODOLOGY

A physical inspection of the site was performed to inspect various components as far as possible. Equipment/Infrastructure that was not accessible (i.e. covered or inaccessible) have not been inspected, in this scenario Kantey & Templer have used good engineering practice assumptions for the writing of this report.

The general condition of the equipment installed appears to be in good functional condition with evidence of pitting on some tankage, piping, valves and equipment, this is mainly due to the location of the facility close to the ocean with the corrosiveness of the salt air, wind etc. General wear and tear of the plant is also noted.

There are three traditional evaluation methods that are commonly considered, Market-Based (Sales Comparison), Income-Based and Asset Based (Cost Approach)

8.1 Market-Based (Sales Comparison)

The market-based evaluation (Sales Comparison) method utilizes technical analysis and known transaction values to determine the value of an asset. i.e. Reviewing similar transactions to determine the Market related value of the facility.

Due to the uniqueness of the FFS Tank Terminals facility and lack of sale data of similar facilities, the Market-Based evaluation process was not considered appropriate for this report.

8.2 Income-Based

The Income-Based evaluation prioritizes the earning capacity of a company to inform its fair market value. i.e. A business's past, current, and anticipated future cash flows will be analysed to determine its value and an expected return on the investment moving forward.

The Income-Based evaluation method was not considered appropriate for this report as it is only the business's movable assets that are being sold.

8.3 Asset-Based (Cost Approach)

An Asset-Based (Cost Approach) evaluation focusses on the net value of assets or the fair market value of the assets.

The Asset-Based (Cost Approach) evaluation considers the cost of construction, less depreciation. The depreciation is calculated by taking appropriate allowance for physical, functional and economic depreciation.

The Asset-Based (Cost Approach) evaluation method has been considered as the most applicable evaluation method for the FFS Tank Terminals facility and has been used for the purpose of this report.

9 ASSET-BASED (COST APPROACH) EVALUATION METHODOLOGY

The Asset-Based (Cost Approach) evaluation method has been adopted for this report, this method is commonly used for facilities that utilises specialised equipment and plant. The Asset-Based (Cost Approach) evaluation is a method that bases an assets market value off the cost it would take to construct an equivalent asset less the appropriate depreciation.

9.1 Depreciation

Depreciation is defined as the reduction of the recorded cost of an asset in a systematic manner until the value of the asset reaches its residual value.

The three effects of depreciation that has been considered are physical, functional and economic.

- Physical deterioration:
This is the loss in value of an asset due to wear and tear, physical stress, exposure to various elements such as weather and location (I.e. Location of the facility to the ocean resulting in salt air, wind etc causing accelerated corrosion) This can be mitigated by a comprehensive maintenance plan which may result in an extended life expectancy for the asset. Please refer to 9.4 below for further detail regarding maintenance plan versus asset life expectancy.
- Functional Obsolescence:
This refers to the inefficiencies of the asset, FFS Tank Terminals have confirmed that the current configuration of assets allows for in excess of one tank turnover per month, This is considered acceptable to industry standards. For the purpose of this report, Functional Obsolescence was not investigated further.
- Economic Obsolescence (sometimes called external obsolescence):
This is loss to asset value due to external factors which are out of the control of FFS Tank Terminals (I.e. Increase in costs of raw materials, labour, utilities, reduced demand in product and other factors) As this report is focused on the market value for movable assets only, Economic Obsolescence was not considered relevant for the purpose of this report.

There are three main inputs required to calculate depreciation:

- Replacement Costs:
The cost of the asset which includes taxes, shipping, and preparation/setup expenses.
- Residual Value (Salvage Value):
Post the useful life of the fixed asset, the company may consider selling the asset at a reduced value.
- Useful Life (Equipment life expectancy)
This is the period of time which the asset is considered to be productive.

The Straight-Line depreciation method has been used in this report to determine depreciation of an asset, this involves the allocation of an even rate of depreciation every year over the useful life of the asset. The formulae for Stright-Line depreciation are as follows:

$$\text{Annual Depreciation} = (\text{Replacement Cost} - \text{Residual Value}) / \text{Useful Life}$$

9.2 Replacement Costs:

This is the cost to construct a new facility with the same infrastructure at time of writing this report.

This has been calculated by compiling a bill of quantities to construct a similar facility. The cost estimate also includes for the owner and projects costs over and above the construction costs (I.e. Land Rental up until commissioning, Engineering costs, specialist costs and project owners costs)

9.3 Residual Value

Residual value is the salvage value of an asset. It represents the amount of value that the owner of an asset can expect to obtain when the asset has reached its end of Useful-Life. The

residual value can be abbreviated into a percentage of the initial price when the item was new.

The below table indicates the estimated residual value for assets

Movable Asset Description	Estimated Residual Value
Vertical Storage Tankage	10%
Horizontal Storage Tanks	10%
Electrical Pumps	5%
Piping	10%
Valves, Strainers and Other Equipment	5%
Electrical	5%
Instrumentation	5%

9.4 Useful Life (Equipment life expectancy)

Assets are designed and constructed with an expected design working life expectancy, with a comprehensive inspection and maintenance plan in place, the life expectancy of an asset can exceed its original design working life expectancy. It should also be noted that a sub-standard inspection and maintenance plan in place will reduce the life expectancy.

The following information was considered to determine the life expectancy of the equipment/facilities:

- Information from suppliers/fabricators
- Discussions with FFS Tank Terminals technical and operational staff
- Visual inspection of the equipment
- FFS Tank Terminals maintenance and servicing plans for the life of the equipment.

Considering the above, for the purpose of this report we have split life expectancy of equipment into the following 3 categories

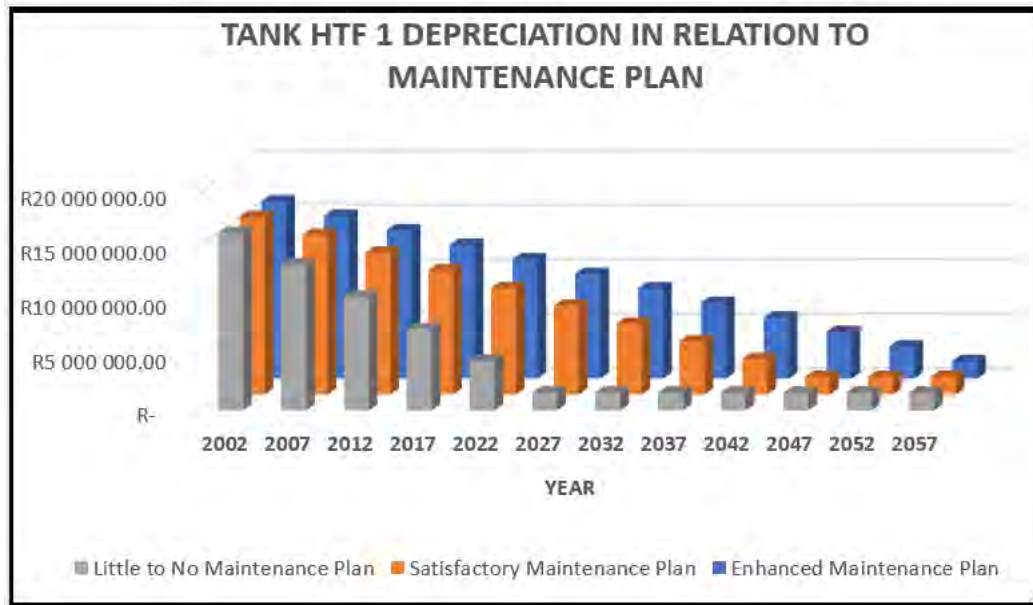
- Little to no maintenance plan
- Satisfactory maintenance plan
- Enhanced maintenance plan.

The below table indicates the estimated design life expectancy of equipment for each scenario

Movable Asset Description	Design Working Life (Years)		
	Little to no Maintenance Plan	Satisfactory Maintenance Plan	Enhanced Maintenance Plan
Vertical Storage Tankage	< 25	25-45	> 45
Horizontal Storage Tanks	< 15	15-25	> 25
Electrical Pumps	< 10	10-15	> 15
Piping	< 15	15-25	> 25
Valves, Strainers and Other Equipment	< 10	10-15	> 15
Electrical	< 10	10-15	> 15
Instrumentation	< 10	10-15	> 15

FFS Tank Terminals appear to have a satisfactory to advanced maintenance plan in place for their terminals, for the purpose of this report, we have assumed the useful life of equipment to be in the upper portion of the Satisfactory Maintenance Plan category.

The below graph indicates the typical depreciation of an asset over its useful life compared to the maintenance plan adopted.



10 REPLACEMENT COST METHODOLOGY

10.1 Replacement cost of assets:

The replacement value of assets was determined by using one of the following:

- Where possible supplier quotation
- Recent tenders/quotations received for similar works
- Discussions with suppliers/contractors for recent supply and installation rates

Movable Asset	Source of Estimated Replacement Value
Tank Construction	Estimated tonnage of steel per tank, contractor supplied estimated cost per ton for supply and construct
Tank Painting	Area of paint work calculated, contractor supplied estimated cost per sq.m for corrosion protection
Tank Internal lining	Area of internal lining work calculated, contractor supplied estimated cost per sq.m for internal lining
Piping	Rates used from recent tenders received, rates include for supply, install and protect. Some rates escalated if required
Pipe insulation	Rates used from recent tenders received, rates include for supply, install and protect. Some rates escalated if required
Pumps	Replacement rates received from supplier. Cost for delivery, installation and protection added to base rates
Valves, Strainers and Other Equipment	Rates used from recent tenders received, rates include for supply, install and protect. Some rates escalated if required
Electrical and Instrumentation	Rates used from recent tenders received, rates include for supply, install and protect. Some rates escalated if required

10.2 Other Project Related Costs:

Other project related costs are assumed as follows:

Other Costs	Source of Estimated Replacement Value
Project duration	8 Months for engineering, tendering and award + 18 months construction
Land rental costs	Current rental costs, excluding rates, electricity, water and sewerage
Engineering costs	ECSA fee scale + 8% of engineering fees for reimbursables
Surveys and specialist reports	Rates used from recent projects. Some rates escalated if required
Owners Costs	10% of project costs

All "Other Project Related Costs" have been allocated pro rata within the cost estimated rates

11 ASSET DESCRIPTIONS

11.1 Import / Export Pipelines:

Tanker Berth 1 & 2			
	Line 1	Line 2	Comment
Product Handled	Molasses	Vegetable Oil	
Pipe Size	450	150	
Approximate Length	1 000m	1 000m	
Pipe Material	CS	SS	
Heat Tracing	No	No	
Year Installed	1985	1985	Estimated installation date with pipeline extended to Tanker Berth 1 early 1990's
Remaining Life	2.5 years	2.5 years	Depreciation has reached maximum due to design life being exceed, periodic maintenance extending life expectancy of pipelines



11.2 Tankage:

11.2.1 Cape Town Terminal: The site has a total of 17 storage tanks: Due to lack of site as-built information some of the tanks year of construction have been estimated.

Tank	Tank Volume (m³)	Area	Year Const.	Remaining Life
TK-1	1 534	CTT-Molasses	1985	6
TK-2	1 534	CTT-Molasses	1985	6
TK-3	1 534	CTT-Molasses	1985	6
TK-4	127	CTT-Molasses	1985	6
TK-5	127	CTT-Molasses	1985	6
TK-6	615	CTT-HFO	1985	6
TK-7	615	CTT-HFO	1985	6
TK-8	615	CTT-HFO	1985	6
TK-9	615	CTT-HFO	1985	6
TK-10	719	CTT-HFO	1996	17
TK-11	719	CTT-HFO	1996	17
TK-12	719	CTT-HFO	1996	17
TK-13	719	CTT-HFO	1996	17
TK-14	719	CTT-HFO	1996	17
TK-15	523	CTT-Molasses	1996	17
TK-Slops	60	CTT-Slops	1996	17
TK-HFO	20	CTT-HFO	1996	17

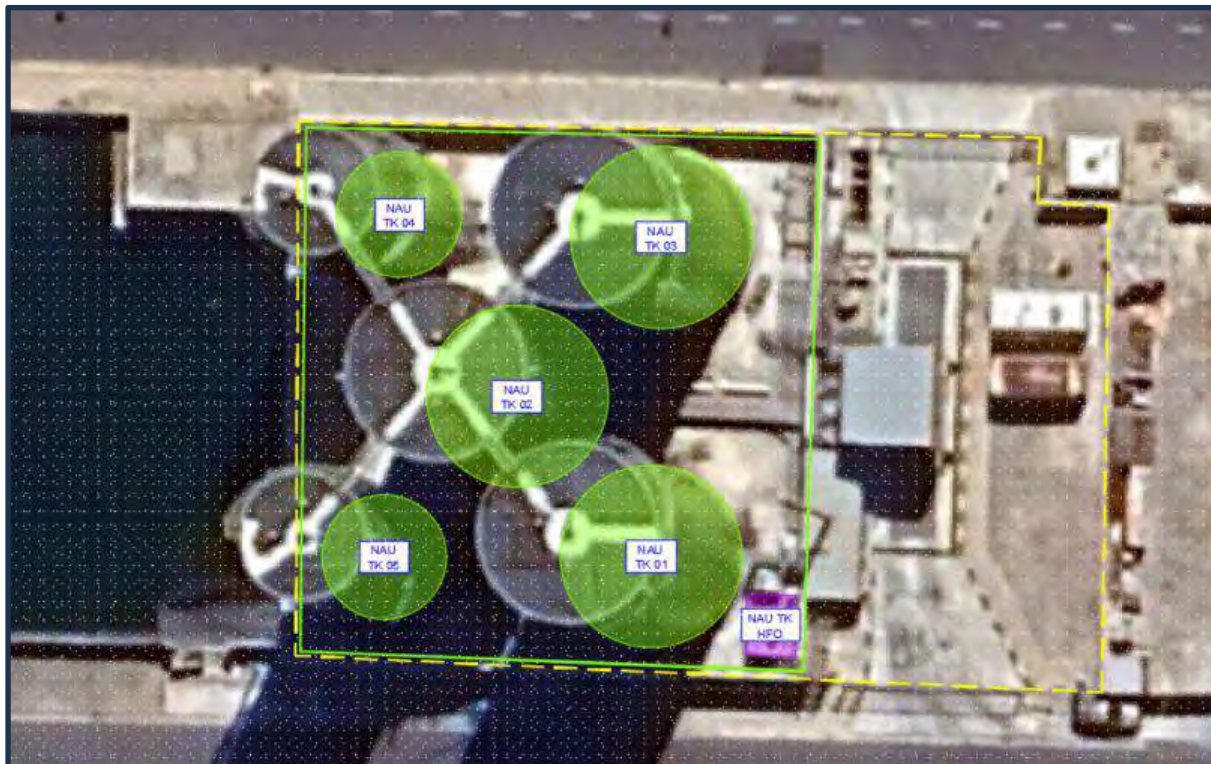
The gross bulk storage for the Molasses is approximately 5 350m³ and for the Vegetable Oil is 6 050m³. The total gross liquid storage capacity for the Cape Town Terminal is 11 400m³.



11.2.2 Nautilus Terminal: The site has a total of 6 storage tanks:

Tank	Tank Volume (m³)	Area	Year Const.	Remaining Life
TK-01	2 500	NAU-Veg Oil	2019	40
TK-02	2 500	NAU-Veg Oil	2019	40
TK-03	2 500	NAU-Veg Oil	2019	40
TK-04	1 250	NAU-Veg Oil	2019	40
TK-05	1 250	NAU-Veg Oil	2019	40
TK-HFO	9	NAU-HFO	2019	20

The gross bulk storage for Vegetable Oil at the Nautilus Terminal is approximately 10 000m³.



11.3 Pumps:

11.3.1 Cape Town Terminal: The site has a total of 11 pumps, the year of installation for certain pumps was unknown at time of writing report and had to be estimated..

The estimated life expectancy of electrical pumps is 15 years..

Pump	Type	Area	Description	Remaining Life
	Centrifugal	Road Loading	Stothert & Pitt	1 Year
	Centrifugal	Road Loading	Stothert & Pitt	1 Year
1300026	Centrifugal	Road Loading	Cen 125/250	7 Years
1300027	Centrifugal	Road Loading	Cen 125/250	7 Years
1500074	Centrifugal	Road Loading	Cen 125/250	7 Years
Pump 6	Gear Pump	Road Receipt	Lakeside Magmaflo 10	10 Years
Pump 7	Centrifugal	Washer Pump	Nowa 40-26	7 Years
Pump 37	Centrifugal	Washer Pump	Nowa 40-26	7 Years
Pump 14	Centrifugal	Road Loading	Stork 65 - 160	7 Years
Pump 18	Gear Pump	Road Receipt	Screw Pump	12 Years
Pump 39	Centrifugal	Road Loading	Cen DL 50-160	12 Years

11.3.2 Nautilus Terminal: The site has a total of 7 pumps, the year of installation for valves and equipment was estimated as 2019, year of commissioning of the terminal.

The estimated life expectancy of electrical pumps is 15 years.

Pump	Type	Area	Description	Remaining Life
P-01	Self-Priming Centrifugal	Road Loading	ABLE	10 Years
P-02	Self-Priming Centrifugal	Road Loading	ABLE	10 Years
P-03	Self-Priming Centrifugal	Road Loading	ABLE	10 Years
P-04	Self-Priming Centrifugal	Road Loading	ABLE	10 Years
P-05	Self-Priming Centrifugal	Road Loading	ABLE	10 Years
P-07	Centrifugal	Water Pump - Tank Washing		10 Years

11.3.3 Other Pumps:

Pump	Type	Area	Description	Remaining Life
Site		Terminal	Diaphragm Pump	5 Years

11.4 Valves and Equipment:

11.4.1 Cape Town Terminal: The year of installation for certain valves and equipment was unknown at time of writing report and had to be estimated.

Type	Remaining Life
Valves	1 - 12 Years
Strainer	5-10 Years
PRV Assembly	1-5 Years
Road Loading chutes	1-3 Years
Bunker hose	1-3 Years
Generator	5-10 Years
Compressor	5-10 Years
Tank Level Transmitters	10-15 Years
Tank Temperature Transmitters	5-10 Years
Tank Level Switch	10-15 Years
Electrical distribution	5-10 Years
Boiler	10 Years

11.4.2 Nautilus Terminal: The year of installation for valves and equipment was estimated as 2019, year of commissioning of the terminal.

Type	Remaining Life
Valves	10 Years
Weigh Bridges	10 Years
Strainer	10 Years
PRV Assembly	10 Years
Road Loading chutes	1-3 Years
Bunker hose	1-3 Years
Generator	5-10 Years
Compressor	5-10 Years
Tank Level Transmitters	10-15 Years
Tank Temperature Transmitters	10-15 Years
Tank Level Switch	10-15 Years
Electrical distribution	5-10 Years
Boiler	10 Years

11.5 Pipelines:

11.5.1 Cape Town Terminal: The year of installation for certain pipe runs was unknown at time of writing report and had to be estimated. The remainder life expectancy of piping is between 7 - 19 years depending on location and year of installation

Type	Approximate Total Pipe Length (Uninsulated)	Approximate Total Pipe Length (Insulated & Heat Traced)
CTT-Molasses	100m	
CTT-Veg Oil	300m	
CTT-Utilities	250m	350m

11.5.2 Nautilus: The year of installation for pipelines was estimated as 2019, year of commissioning of the terminal.

Type	Approximate Total Pipe Length (Uninsulated)	Approximate Total Pipe Length (Insulated & Heat Traced)
NAU-Veg Oil		350m
NAU-Utilities	200m	350m

11.6 Buildings:

Building rates used include for electrical, potable water, foul water, air conditioning etc

- Temporary structures for:
 - i. Security at entrance and exit
 - ii. Stores

12 ASSET VALUATION

Refer to Appendix A for breakdown of cost estimate. (The below summaries are inclusive of owner's costs)

12.1 Cape Town Terminal

12.1.1CTT - Molasses asset valuation

Description	Replacement Cost	Market Value	Depreciated
Tankage	R44 150 000	R11 350 000	74%
Piping	R25 050 000	R5 210 000	79%
Valves	R1 700 000	R190 000	89%
Equipment	R400 000	R100 000	75%
Pumps	R3 580 000	R590 000	83%
Electrical & Instrumentation	R150 000	R60 000	58%
TOTAL MOVABLE ASSETS	R75 030 000	R17 500 000	77%

12.1.2CTT - Vegetable Oil asset valuation

Description	Replacement Cost	Market Value	Depreciated
Tankage	R44 010 000	R15 380 000	65%
Piping	R16 710 000	R1 790 000	89%
Valves	R1 700 000	R350 000	79%
Equipment	R200 000	R100 000	50%
Pumps	R710 000	R390 000	45%
Electrical & Instrumentation	R1 360 000	R1 070 000	21%
TOTAL MOVABLE ASSETS	R64 690 000	R19 080 000	70%

12.1.3CTT - Utilities asset valuation

Description	Replacement Cost	Market Value	Depreciated
Tankage	R1 010 000	R380 000	65%
Piping	R2 280 000	R480 000	89%
Valves	R900 000	R140 000	79%
Equipment	R530 000	R270 000	50%
Pumps	R250 000	R130 000	45%
TOTAL MOVABLE ASSETS	R4 970 000	R1 400 000	72%

12.1.4CTT - Remaining Terminal Infrastructure:

Description	Replacement Cost	Market Value	Depreciated
Equipment	R150 000	R80 000	50%
Electrical & Instrumentation	R910 000	R410 000	55%
Portable offices/structures	R190 000	R80 000	60%
TOTAL MOVABLE ASSETS	R1 250 000	R570 000	55%

12.2 Nautilus Terminal

12.2.1NAU - Vegetable Oil asset valuation

Description	Replacement Cost	Market Value	Depreciated
Tankage	R53 220 000	R47 800 000	10%
Piping	R5 310 000	R4 360 000	18%
Valves	R2 550 000	R1 740 000	32%
Equipment	R380 000	R300 000	20%
Pumps	R1 260 000	R860 000	32%
Electrical & Instrumentation	R1 360 000	R930 000	31%
TOTAL MOVABLE ASSETS	R64 080 000	R55 990 000	13%

12.2.2NAU - Utilities asset valuation

Description	Replacement Cost	Market Value	Depreciated
Tankage	R205 000	R170 000	18%
Piping	R5 450 000	R4 470 000	18%
Valves	R280 000	R190 000	32%
Equipment	R570 000	R460 000	20%
Pumps	R190 000	R130 000	33%
Electrical & Instrumentation	R670 000	R460 000	32%
TOTAL MOVABLE ASSETS	R7 365 000	R5 880 000	20%

12.2.3NAU - Remaining Terminal Infrastructure:

Description	Replacement Cost	Market Value	Depreciated
Equipment	R1 170 000	R930 000	20%
Electrical & Instrumentation	R920 000	R630 000	32%
Portable offices/structures	R180 000	R130 000	29%
TOTAL MOVABLE ASSETS	R2 270 000	R1 690 000	26%

12.3 Summary:

Description	Replacement Cost	Market Value	Depreciated
Tankage	R142 595 000	R75 080 000	47%
Piping	R54 800 000	R16 310 000	70%
Valves	R7 130 000	R2 610 000	63%
Equipment	R3 400 000	R2 240 000	34%
Pumps	R5 990 000	R2 100 000	65%
Electrical & Instrumentation	R5 370 000	R3 560 000	34%
Portable offices/structures	R370 000	R210 000	45%
TOTAL MOVABLE ASSETS	R219 655 000	R102 110 000	54%

13 SUMMARY

The estimated replacement cost of movable assets is **R219 655 000** and **R102 110 000** for market value.

DISCLAIMER

Although care has been taken to ensure the accuracy and completeness of the information contained in this report, K&T is not responsible for any loss or damage resulting from reliance on any inaccurate information contained in this document.

Appendix A

Movable Assets

PRODUCT TANKAGE (Excluding Owner Costs)									
Asset No	Description	Volume (m³)	Location	Design Life	Year Constructed	Replacement Cost		Market Value	Depreciation
TK-01	Bulk Storage Tank	2500	NAU-Veg Oil	45	2019	R	9 800 000.00	R 8 800 000.00	11%
TK-02	Bulk Storage Tank	2500	NAU-Veg Oil	45	2019	R	9 800 000.00	R 8 800 000.00	11%
TK-03	Bulk Storage Tank	2500	NAU-Veg Oil	45	2019	R	9 800 000.00	R 8 800 000.00	11%
TK-04	Bulk Storage Tank	1250	NAU-Veg Oil	45	2019	R	6 600 000.00	R 5 900 000.00	11%
TK-05	Bulk Storage Tank	1250	NAU-Veg Oil	45	2019	R	6 200 000.00	R 5 600 000.00	11%
TK-HFO	Boiler Fuel Tank	9	NAU-Utilities	25	2019	R	165 000.00	R 135 300.00	20%
TK-1	Bulk Storage Tank	1534	CTT-Molasses	45	1985	R	8 900 000.00	R 2 000 000.00	87%
TK-2	Bulk Storage Tank	1534	CTT-Molasses	45	1985	R	8 900 000.00	R 2 000 000.00	87%
TK-3	Bulk Storage Tank	1534	CTT-Molasses	45	1985	R	8 900 000.00	R 2 000 000.00	87%
TK-4	Bulk Storage Tank	127	CTT-Molasses	45	1985	R	1 400 000.00	R 300 000.00	87%
TK-5	Bulk Storage Tank	127	CTT-Molasses	45	1985	R	1 400 000.00	R 300 000.00	87%
TK-6	Bulk Storage Tank	615	CTT-Veg Oil	45	1985	R	3 600 000.00	R 800 000.00	87%
TK-7	Bulk Storage Tank	615	CTT-Veg Oil	45	1985	R	3 600 000.00	R 800 000.00	87%
TK-8	Bulk Storage Tank	615	CTT-Veg Oil	45	1985	R	3 600 000.00	R 800 000.00	87%
TK-9	Bulk Storage Tank	615	CTT-Veg Oil	45	1985	R	3 600 000.00	R 800 000.00	87%
TK-10	Bulk Storage Tank	719	CTT-Veg Oil	45	1996	R	4 100 000.00	R 1 800 000.00	62%
TK-11	Bulk Storage Tank	719	CTT-Veg Oil	45	1996	R	4 100 000.00	R 1 800 000.00	62%
TK-12	Bulk Storage Tank	719	CTT-Veg Oil	45	1996	R	4 100 000.00	R 1 800 000.00	62%
TK-13	Bulk Storage Tank	719	CTT-Veg Oil	45	1996	R	4 100 000.00	R 1 800 000.00	62%
TK-14	Bulk Storage Tank	719	CTT-Veg Oil	45	1996	R	4 100 000.00	R 1 800 000.00	62%
TK-15	Bulk Storage Tank	523	CTT-Molasses	45	1996	R	5 500 000.00	R 2 400 000.00	62%
TK-Slops	Slops Tank	57	CTT-Utilities	45	1996	R	500 000.00	R 200 000.00	62%
TK-HFO	Boiler Fuel Tank	21	CTT-Utilities	45	1996	R	300 000.00	R 100 000.00	62%
SUB-TOTAL						R	113 065 000.00	R 59 535 300.00	47%

PRODUCT PUMPS (Excluding Owner Costs)

Asset No	Description	Type	Location	Design Life	Year Constructed	Replacement Cost		Market Value	Depreciation
P-01	Road Loading	Self-Priming Centrifugal	NAU-Veg Oil	45	2019	R	200 000.00	R 136 666.67	32%
P-02	Road Loading	Self-Priming Centrifugal	NAU-Veg Oil	45	2019	R	200 000.00	R 136 666.67	32%
P-03	Road Loading	Self-Priming Centrifugal	NAU-Veg Oil	45	2019	R	200 000.00	R 136 666.67	32%
P-04	Road Loading	Self-Priming Centrifugal	NAU-Veg Oil	45	2019	R	200 000.00	R 136 666.67	32%
P-05	Road Loading	Self-Priming Centrifugal	NAU-Veg Oil	45	2019	R	200 000.00	R 136 666.67	32%
P-07	Water Pump - Tank Washing	Centrifugal	NAU-Utilities	45	2019	R	150 000.00	R 102 500.00	32%
-	Road Loading	Centrifugal	NAU-Utilities	45	1985	R	1 300 000.00	R 147 333.33	89%
-	Road Loading	Centrifugal	NAU-Utilities	45	1985	R	1 300 000.00	R 147 333.33	89%
1 300 026	Road Loading	Centrifugal	NAU-Utilities	45	2016	R	120 000.00	R 59 200.00	51%
1 300 027	Road Loading	Centrifugal	NAU-Utilities	45	2016	R	120 000.00	R 59 200.00	51%
1 500 074	Road Loading	Centrifugal	NAU-Utilities	45	2016	R	120 000.00	R 59 200.00	51%
Pump 6	Road Receipt	Gear Pump	NAU-Utilities	45	2019	R	120 000.00	R 82 000.00	32%
Pump 7	Washer Pump	Centrifugal	NAU-Utilities	45	2016	R	100 000.00	R 49 333.33	51%
Pump 37	Washer Pump	Centrifugal	CTT-Molasses	25	2016	R	100 000.00	R 49 333.33	51%
Pump 14	Road Loading	Centrifugal	CTT-Molasses	25	2016	R	100 000.00	R 49 333.33	51%
Pump 18	Road Receipt	Gear Pump	CTT-Molasses	25	2021	R	120 000.00	R 97 200.00	19%
Pump 39	Road Loading	Centrifugal	CTT-Veg Oil	45	2021	R	100 000.00	R 81 000.00	19%
SUB-TOTAL						R	4 750 000.00	R 1 666 300.00	65%

PRODUCT VALVES (Excluding Owner Costs)									
Asset No	Description	Size	Location	Design Life	Year Constructed	Replacement Cost		Market Value	Depreciation
BV-01	Ball Valve	150	NAU-Veg Oil	15	2019	R	34 000.00	R 23 233.33	32%
BV-02	Ball Valve	150	NAU-Veg Oil	15	2019	R	34 000.00	R 23 233.33	32%
GV-01	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-02	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-03	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-04	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-05	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-06	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-07	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-08	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-09	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-10	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
BV-03	Ball Valve	100	NAU-Veg Oil	15	2019	R	14 100.00	R 9 635.00	32%
BV-04	Ball Valve	100	NAU-Veg Oil	15	2019	R	14 100.00	R 9 635.00	32%
BV-05	Ball Valve	100	NAU-Veg Oil	15	2019	R	14 100.00	R 9 635.00	32%
BV-06	Ball Valve	100	NAU-Veg Oil	15	2019	R	14 100.00	R 9 635.00	32%
BV-07	Ball Valve	100	NAU-Veg Oil	15	2019	R	14 100.00	R 9 635.00	32%
BV-08	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-09	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-10	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-11	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-12	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-13	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-13	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-14	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-15	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-16	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-17	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-18	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-19	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-20	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
BV-21	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R 1 776.67	32%
GV-11	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-12	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-13	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-14	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-15	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-16	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-17	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-18	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-19	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-20	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-21	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-22	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-23	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-24	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-25	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-26	Motorised Gate Valve	150	NAU-Veg Oil	15	2019	R	119 900.00	R 81 931.67	32%
GV-27	Motorised Gate Valve	150	NAU-Veg Oil	15	2019	R	119 900.00	R 81 931.67	32%
GV-28	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-29	Motorised Gate Valve	80	NAU-Veg Oil	15	2019	R	96 900.00	R 66 215.00	32%
GV-30	Motorised Gate Valve	150	NAU-Veg Oil	15	2019	R	119 900.00	R 81 931.67	32%
GV-31	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-32	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-33	Motorised Gate Valve	80	NAU-Veg Oil	15	2019	R	96 900.00	R 66 215.00	32%
GV-34	Motorised Gate Valve	150	NAU-Veg Oil	15	2019	R	119 900.00	R 81 931.67	32%
GV-35	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-36	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-37	Motorised Gate Valve	80	NAU-Veg Oil	15	2019	R	96 900.00	R 66 215.00	32%
GV-38	Motorised Gate Valve	150	NAU-Veg Oil	15	2019	R	119 900.00	R 81 931.67	32%
GV-39	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-40	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-41	Motorised Gate Valve	80	NAU-Veg Oil	15	2019	R	96 900.00	R 66 215.00	32%
GV-42	Motorised Gate Valve	150	NAU-Veg Oil	15	2019	R	119 900.00	R 81 931.67	32%
GV-43	Gate Valve	100	NAU-Veg Oil	15	2019	R	13 200.00	R 9 020.00	32%
GV-44	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-45	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-46	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-47	Gate Valve	150	NAU-Veg Oil	15	2019	R	17 600.00	R 12 026.67	32%
GV-48	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-49	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-50	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-51	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-52	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-53	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-54	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-55	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-56	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
GV-57	Gate Valve	80	NAU-Veg Oil	15	2019	R	10 600.00	R 7 243.33	32%
NRV-01	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-02	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-03	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-04	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-05	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-06	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-07	Check Valve	80	NAU-Veg Oil	15	2019	R	6 300.00	R 4 305.00	32%
NRV-08	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-09	Check Valve	80	NAU-Veg Oil	15	2019	R	6 300.00	R 4 305.00	32%
NRV-10	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-11	Check Valve	80	NAU-Veg Oil	15	2019	R	6 300.00	R 4 305.00	32%
NRV-12	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R 6 696.67	32%
NRV-13	Check Valve	80	NAU-Veg Oil	15	2019	R	6 300.00	R 4 305.00	32%

NRV-14	Check Valve	100	NAU-Veg Oil	15	2019	R	9 800.00	R	6 696.67	32%
NRV-15	Check Valve	80	NAU-Veg Oil	15	2019	R	6 300.00	R	4 305.00	32%
NRV-16	Check Valve	80	NAU-Veg Oil	15	2019	R	6 300.00	R	4 305.00	32%
BFV-01	Butterfly Valve	100	NAU-Utilities	15	2019	R	6 800.00	R	4 646.67	32%
BFV-02	Butterfly Valve	100	NAU-Utilities	15	2019	R	6 800.00	R	4 646.67	32%
BFV-03	Butterfly Valve	100	NAU-Utilities	15	2019	R	6 800.00	R	4 646.67	32%
BFV-04	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-05	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-06	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-07	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-08	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-09	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-10	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-11	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-12	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-13	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-14	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-15	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-16	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-17	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-18	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-19	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-20	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-21	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-22	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-23	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-24	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-25	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-26	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-27	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-28	Butterfly Valve	0	NAU-Utilities	0	0	R	-	R	-	#DIV/0!
BFV-29	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-30	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-31	Butterfly Valve	50	NAU-Utilities	15	2019	R	3 100.00	R	2 118.33	32%
BFV-32	Butterfly Valve	100	NAU-Utilities	15	2019	R	6 800.00	R	4 646.67	32%
BFV-33	Butterfly Valve	80	NAU-Utilities	15	2019	R	5 500.00	R	3 758.33	32%
BV-13	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-14	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-15	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-16	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-17	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-18	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-19	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-20	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-21	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
BV-22	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
NRV-17	Check Valve	80	NAU-Utilities	15	2019	R	6 300.00	R	4 305.00	32%
0	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
0	Ball Valve	50	NAU-Utilities	15	2019	R	4 900.00	R	3 348.33	32%
0	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
0	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
0	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
0	Ball Valve	25	NAU-Utilities	15	2019	R	2 600.00	R	1 776.67	32%
0	Ball Valve	50	NAU-Utilities	15	2019	R	4 900.00	R	3 348.33	32%
0	Check Valve	50	NAU-Utilities	15	2019	R	4 000.00	R	2 733.33	32%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Utilities	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R	5 500.00	R	623.33	89%
0	Gate Valve	50	CTT-Utilities	15	1996	R				

[illegible]

[illegible]

0	Gate Valve	100	CTT-Veg Oil	15	1996	R	13 200.00	R	1 496.00	89%
0	Gate Valve	80	CTT-Veg Oil	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	80	CTT-Veg Oil	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	150	CTT-Veg Oil	15	1996	R	17 600.00	R	1 994.67	89%
0	Gate Valve	80	CTT-Veg Oil	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	100	CTT-Veg Oil	15	1996	R	13 200.00	R	1 496.00	89%
0	Gate Valve	150	CTT-Veg Oil	15	1996	R	17 600.00	R	1 994.67	89%
0	Gate Valve	80	CTT-Veg Oil	15	1996	R	10 600.00	R	1 201.33	89%
0	Gate Valve	100	CTT-Veg Oil	15	1996	R	13 200.00	R	1 496.00	89%
0	Check Valve	150	CTT-Veg Oil	15	1996	R	16 100.00	R	1 824.67	89%
0	Check Valve	150	CTT-Veg Oil	15	1996	R	16 100.00	R	1 824.67	89%
0	Check Valve	150	CTT-Veg Oil	15	1996	R	16 100.00	R	1 824.67	89%
0	Check Valve	150	CTT-Veg Oil	15	1996	R	16 100.00	R	1 824.67	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	25	CTT-Veg Oil	15	1996	R	1 600.00	R	181.33	89%
0	Gate Valve	150	CTT-Veg Oil	15	1996	R	17 600.00	R	1 994.67	89%
0	Gate Valve	150	CTT-Veg Oil	15	1996	R	17 600.00	R	1 994.67	89%
0	Gate Valve	150	CTT-Veg Oil	15	1996	R	17 600.00	R	1 994.67	89%
0	Gate Valve	150	CTT-Veg Oil	15	1996	R	17 600.00	R	1 994.67	89%
0	Gate Valve	150	CTT-Molasses	15	1985	R	17 600.00	R	1 994.67	89%
0	Gate Valve	150	CTT-Molasses	15	1985	R	17 600.00	R	1 994.67	89%
0	Gate Valve	150	CTT-Molasses	15	1985	R	17 600.00	R	1 994.67	89%
0	Gate Valve	25	CTT-Molasses	15	1985	R	1 600.00	R	181.33	89%
0	Motorised Gate Valve	150	CTT-Veg Oil	15	2021	R	119 900.00	R	97 119.00	19%
0	Motorised Gate Valve	150	CTT-Veg Oil	15	2021	R	119 900.00	R	97 119.00	19%
0	PRV	150	CTT-Molasses	15	1985	R	150 000.00	R	17 000.00	89%
0	PRV	150	CTT-Molasses	15	1985	R	150 000.00	R	17 000.00	89%
SUB-TOTAL						R	5 271 300.00	R	2 071 142.67	61%

PRODUCT PIPING (Excluding Owner Costs)										
Total Length	Description	Size	Location	Design Life	Year Constructed	Replacement Cost		Market Value	Depreciation	
150	Nautilus Piping	150	NAU-Veg Oil	45	2019	R	2 385 000.00	R	1 955 700.00	18%
55	Nautilus Piping	100	NAU-Veg Oil	45	2019	R	566 500.00	R	464 530.00	18%
130	Nautilus Piping	80	NAU-Veg Oil	45	2019	R	1 235 000.00	R	1 012 700.00	18%
5	Nautilus Piping	25	NAU-Veg Oil	45	2019	R	23 000.00	R	18 860.00	18%
5	Nautilus Piping	20	NAU-Veg Oil	45	2019	R	4 500.00	R	3 690.00	18%
65	Nautilus Piping (Heating)	100	NAU-Utilities	45	2019	R	669 500.00	R	548 990.00	18%
350	Nautilus Piping (Heating)	50	NAU-Utilities	45	2019	R	2 730 000.00	R	2 238 600.00	18%
200	Nautilus Piping (Heating)	25	NAU-Utilities	45	2019	R	920 000.00	R	754 400.00	18%
550	CTT Import Pipeline Molasses (AG)	450	CTT-Molasses	25	1985	R	9 350 000.00	R	1 944 800.00	79%
520	CTT Import Pipeline Molasses (BG)	450	CTT-Molasses	25	1985	R	10 244 000.00	R	2 130 752.00	79%
70	CTT Piping	200	CTT-Molasses	25	1985	R	266 000.00	R	55 328.00	79%
550	CTT Import Pipeline Veg Oil (AG)	150	CTT-Veg Oil	45	1996	R	5 775 000.00	R	577 500.00	90%
500	CTT Import Pipeline Veg Oil (BG)	150	CTT-Veg Oil	45	1996	R	6 600 000.00	R	660 000.00	90%
200	CTT Piping	150	CTT-Veg Oil	25	1996	R	680 000.00	R	141 440.00	79%
80	CTT Piping	100	CTT-Veg Oil	25	1996	R	176 000.00	R	36 608.00	79%
10	CTT Piping	80	CTT-Veg Oil	25	1996	R	16 000.00	R	3 328.00	79%
50	CTT Piping (Heating)	50	CTT-Utilities	25	1996	R	40 000.00	R	8 320.00	79%
100	CTT Piping	40	CTT-Utilities	25	1996	R	70 000.00	R	14 560.00	79%
110	CTT Piping	25	CTT-Utilities	25	1996	R	77 000.00	R	16 016.00	79%
180	CTT Piping (Heating)	100	CTT-Utilities	25	1996	R	1 224 000.00	R	254 592.00	79%
85	CTT Piping (Heating)	50	CTT-Utilities	25	1996	R	399 500.00	R	83 096.00	79%
SUB-TOTAL						R	43 451 000.00	R	12 923 810.00	70%

ELECTRICAL & INSTRUMENTATION (Excluding Owner Costs)									
Asset No	Description	Location 1	Location 2	Design Life	Year Constructed	Replacement Cost		Market Value	
LAL01	Liquid Alarm Level	Nautilus Tank 01	NAU-Veg Oil	15	Unknown	R	61 000.00	R	41 683.33
LT01	Level Transmitter	Nautilus Tank 01	NAU-Veg Oil	15	Unknown	R	84 000.00	R	57 400.00
0	Local Level Display	Nautilus Tank 01	NAU-Veg Oil	15	Unknown	R	12 000.00	R	8 200.00
LAL02	Liquid Alarm Level	Nautilus Tank 02	NAU-Veg Oil	15	Unknown	R	61 000.00	R	41 683.33
LT02	Level Transmitter	Nautilus Tank 02	NAU-Veg Oil	15	Unknown	R	84 000.00	R	57 400.00
0	Local Level Display	Nautilus Tank 02	NAU-Veg Oil	15	Unknown	R	12 000.00	R	8 200.00
LAL03	Liquid Alarm Level	Nautilus Tank 03	NAU-Veg Oil	15	Unknown	R	61 000.00	R	41 683.33
LT03	Level Transmitter	Nautilus Tank 03	NAU-Veg Oil	15	Unknown	R	84 000.00	R	57 400.00
0	Local Level Display	Nautilus Tank 03	NAU-Veg Oil	15	Unknown	R	12 000.00	R	8 200.00
LAL04	Liquid Alarm Level	Nautilus Tank 04	NAU-Veg Oil	15	Unknown	R	61 000.00	R	41 683.33
LT04	Level Transmitter	Nautilus Tank 04	NAU-Veg Oil	15	Unknown	R	84 000.00	R	57 400.00
0	Local Level Display	Nautilus Tank 04	NAU-Veg Oil	15	Unknown	R	12 000.00	R	8 200.00
LAL05	Liquid Alarm Level	Nautilus Tank 05	NAU-Veg Oil	15	Unknown	R	61 000.00	R	41 683.33
LT05	Level Transmitter	Nautilus Tank 05	NAU-Veg Oil	15	Unknown	R	84 000.00	R	57 400.00
0	Local Level Display	Nautilus Tank 05	NAU-Veg Oil	15	Unknown	R	12 000.00	R	8 200.00
LT0HFO	Level Transmitter	HFO Tank	NAU-Utilities	15	Unknown	R	84 000.00	R	57 400.00
PI01	Pressure Indicator	P-01 upstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI02	Pressure Indicator	P-01 downstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI03	Pressure Indicator	P-02 upstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI04	Pressure Indicator	P-02 downstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI05	Pressure Indicator	P-03 upstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI06	Pressure Indicator	P-03 downstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI07	Pressure Indicator	P-04 upstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI08	Pressure Indicator	P-04 downstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI09	Pressure Indicator	P-05 upstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI10	Pressure Indicator	P-05 downstream	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
PI11	Pressure Indicator	Pig Receiver	NAU-Veg Oil	15	Unknown	R	3 000.00	R	2 050.00
TI06	Temperature indicator	Pig Receiver	NAU-Veg Oil	15	Unknown	R	88 000.00	R	60 133.33
LA07	Level Alarm	Bund sump	NAU-Veg Oil	15	Unknown	R	88 000.00	R	60 133.33
LS07	level Switch	Bund sump	NAU-Veg Oil	15	Unknown	R	88 000.00	R	60 133.33
TG07	Temperature Gauge	To tanks	NAU-Utilities	15	Unknown	R	88 000.00	R	60 133.33
TG08	Temperature Gauge	Return to boiler	NAU-Utilities	15	Unknown	R	88 000.00	R	60 133.33
TG01A	Temperature Gauge	Tank 1 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG01B	Temperature Gauge	Tank 1 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG02A	Temperature Gauge	Tank 2 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG02B	Temperature Gauge	Tank 2 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG03A	Temperature Gauge	Tank 3 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG03B	Temperature Gauge	Tank 3 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG04A	Temperature Gauge	Tank 4 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG04B	Temperature Gauge	Tank 4 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG05A	Temperature Gauge	Tank 5 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TG05B	Temperature Gauge	Tank 5 heating	NAU-Utilities	15	Unknown	R	3 000.00	R	2 050.00
TW01C	Thermowell	Tank 1 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW01D	Thermowell	Tank 1 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW02C	Thermowell	Tank 2 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW02D	Thermowell	Tank 2 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW03C	Thermowell	Tank 3 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW03D	Thermowell	Tank 3 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW04C	Thermowell	Tank 4 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW04D	Thermowell	Tank 4 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW05C	Thermowell	Tank 5 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
TW05D	Thermowell	Tank 5 heating	NAU-Utilities	15	Unknown	R	21 000.00	R	14 350.00
0	Liquid Alarm Level	CTT Tank 06	CTT-Veg Oil	15	Unknown	R	61 000.00	R	49 410.00
0	Level Transmitter	CTT Tank 06	CTT-Veg Oil	15	Unknown	R	84 000.00	R	68 040.00
0	Local Level Display	CTT Tank 07	CTT-Veg Oil	15	Unknown	R	12 000.00	R	9 720.00
0	Liquid Alarm Level	CTT Tank 07	CTT-Veg Oil	15	Unknown	R	61 000.00	R	49 410.00
0	Level Transmitter	CTT Tank 08	CTT-Veg Oil	15	Unknown	R	84 000.00	R	68 040.00
0	Local Level Display	CTT Tank 08	CTT-Veg Oil	15	Unknown	R	12 000.00	R	9 720.00
0	Liquid Alarm Level	CTT Tank 09	CTT-Veg Oil	15	Unknown	R	61 000.00	R	49 410.00
0	Level Transmitter	CTT Tank 09	CTT-Veg Oil	15	Unknown	R	84 000.00	R	68 040.00
0	Local Level Display	CTT Tank 10	CTT-Veg Oil	15	Unknown	R	12 000.00	R	9 720.00
0	Liquid Alarm Level	CTT Tank 10	CTT-Veg Oil	15	Unknown	R	61 000.00	R	49 410.00
0	Level Transmitter	CTT Tank 11	CTT-Veg Oil	15	Unknown	R	84 000.00	R	68 040.00
0	Local Level Display	CTT Tank 11	CTT-Veg Oil	15	Unknown	R	12 000.00	R	9 720.00
0	Liquid Alarm Level	CTT Tank 12	CTT-Veg Oil	15	Unknown	R	61 000.00	R	49 410.00
0	Level Transmitter	CTT Tank 12	CTT-Veg Oil	15	Unknown	R	84 000.00	R	68 040.00
0	Level Transmitter	CTT Tank 13	CTT-Veg Oil	15	Unknown	R	84 000.00	R	68 040.00
0	Local Level Display	CTT Tank 13	CTT-Veg Oil	15	Unknown	R	12 000.00	R	9 720.00
0	Liquid Alarm Level	CTT Tank 14	CTT-Veg Oil	15	Unknown	R	61 000.00	R	49 410.00
0	Level Transmitter	CTT Tank 14	CTT-Veg Oil	15	Unknown	R	84 000.00	R	68 040.00
0	Temperature Gauge	CTT Tank 06	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Temperature Gauge	CTT Tank 07	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Temperature Gauge	CTT Tank 08	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Temperature Gauge	CTT Tank 09	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Temperature Gauge	CTT Tank 10	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Temperature Gauge	CTT Tank 11	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Temperature Gauge	CTT Tank 12	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Temperature Gauge	CTT Tank 13	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Temperature Gauge	CTT Tank 14	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00
0	Thermowell	CTT Tank 06	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	Thermowell	CTT Tank 07	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	Thermowell	CTT Tank 08	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	Thermowell	CTT Tank 09	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	Thermowell	CTT Tank 10	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	Thermowell	CTT Tank 11	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	Thermowell	CTT Tank 12	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	Thermowell	CTT Tank 13	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	Thermowell	CTT Tank 14	CTT-Utilities	15	Unknown	R	21 000.00	R	9 030.00
0	MCC	Power Distribution	NAU-Terminal	15	Unknown	R	689 000.00	R	470 816.67
0	Compressor	Power Distribution	NAU-Utilities	15	Unknown	R	34 000.00	R	23 233.33
0	Terminal Lighting	Power Distribution	NAU-Terminal	15	Unknown	R	41 000.00	R	28 016.67
0	Pressure Indicator	Molasses Import Line	CTT-Molasses	15	Unknown	R	3 000.00	R	435.00
0	Pressure Indicator	Molasses Pump Upstream	CTT-Molasses	15	Unknown	R	3 000.00	R	435.00

0	Pressure Indicator	Molasses Pump Downstream	CTT-Molasses	15	Unknown	R	3 000.00	R	435.00	86%
0	Pressure Indicator	Molasses Pump Upstream	CTT-Molasses	15	Unknown	R	3 000.00	R	435.00	86%
0	Pressure Indicator	Molasses Pump Downstream	CTT-Molasses	15	Unknown	R	3 000.00	R	435.00	86%
0	Pressure Indicator	Veg Oil Import Line	CTT-Molasses	15	Unknown	R	3 000.00	R	435.00	86%
0	MCC	Power Distribution	CTT-Terminal	15	Unknown	R	689 000.00	R	296 270.00	57%
0	Compressor	Power Distribution	CTT-Utilities	15	Unknown	R	34 000.00	R	14 620.00	57%
0	Terminal Lighting	Power Distribution	CTT-Terminal	15	Unknown	R	41 000.00	R	30 613.33	25%
0	Temperature Gauge	To tanks	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00	57%
0	Temperature Gauge	Return to boiler	CTT-Utilities	15	Unknown	R	3 000.00	R	1 290.00	57%
SUB-TOTAL						R	4 364 000.00	R	2 864 013.33	34%

PRODUCT MEASUREMENT (Excluding Owner Costs)								
Asset No	Description	Size	Location	Design Life	Year Constructed	Replacement Cost	Market Value	Depreciation
0	Weighbridge	0	NAU-Terminal	15		R 830 000.00	R 660 000.00	20%
SUB-TOTAL						R 830 000.00	R 660 000.00	20%

OTHER EQUIPMENT (Excluding Owner Costs)								
Asset No	Description	Size	Location	Design Life	Year Constructed	Replacement Cost	Market Value	Depreciation
	Complete Boiler Arrangment		NAU-Utilities	15		R 417 000.00	R 334 000.00	20%
	Compressor		NAU-Terminal	15		R 101 000.00	R 81 000.00	20%
	Pig Receiver		NAU-Veg Oil	15		R 141 000.00	R 113 000.00	20%
	Basket Stariners		NAU-Veg Oil	15		R 31 000.00	R 25 000.00	19%
	Basket Stariners		NAU-Veg Oil	15		R 31 000.00	R 25 000.00	19%
	Basket Stariners		NAU-Veg Oil	15		R 31 000.00	R 25 000.00	19%
	Basket Stariners		NAU-Veg Oil	15		R 31 000.00	R 25 000.00	19%
	Basket Stariners		NAU-Veg Oil	15		R 31 000.00	R 25 000.00	19%
	Basket Stariners		NAU-Utilities	15		R 31 000.00	R 25 000.00	19%
	Complete Boiler Arrangment		CTT-Utilities	15		R 417 000.00	R 209 000.00	50%
	Compressor		CTT-Terminal	15		R 119 000.00	R 60 000.00	50%
	Pig Receiver		CTT-Veg Oil	15		R 159 000.00	R 80 000.00	50%
	Pig Receiver		CTT-Molasses	15		R 318 000.00	R 80 000.00	75%
SUB-TOTAL						R 1 858 000.00	R 1 107 000.00	40%

TEMPORARY CONTAINER STRUCTURES (Excluding Owner Costs)								
Asset No	Description	Size	Location	Design Life	Year Constructed	Replacement Cost	Market Value	Depreciation
Security Kiosk/C	Security Kiosk/Office		NAU-Terminal	15		R 140 000.00	R 100 000.00	29%
	Security Kiosk/Office		CTT-Terminal	15		R 50 000.00	R 20 000.00	60%
	Store		CTT-Terminal	15		R 50 000.00	R 20 000.00	60%
	Store		CTT-Terminal	15		R 50 000.00	R 20 000.00	60%
SUB-TOTAL						R 290 000.00	R 160 000.00	52%

TOTAL						R 173 879 300.00	R 80 987 566.00	53%
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Owners Costs

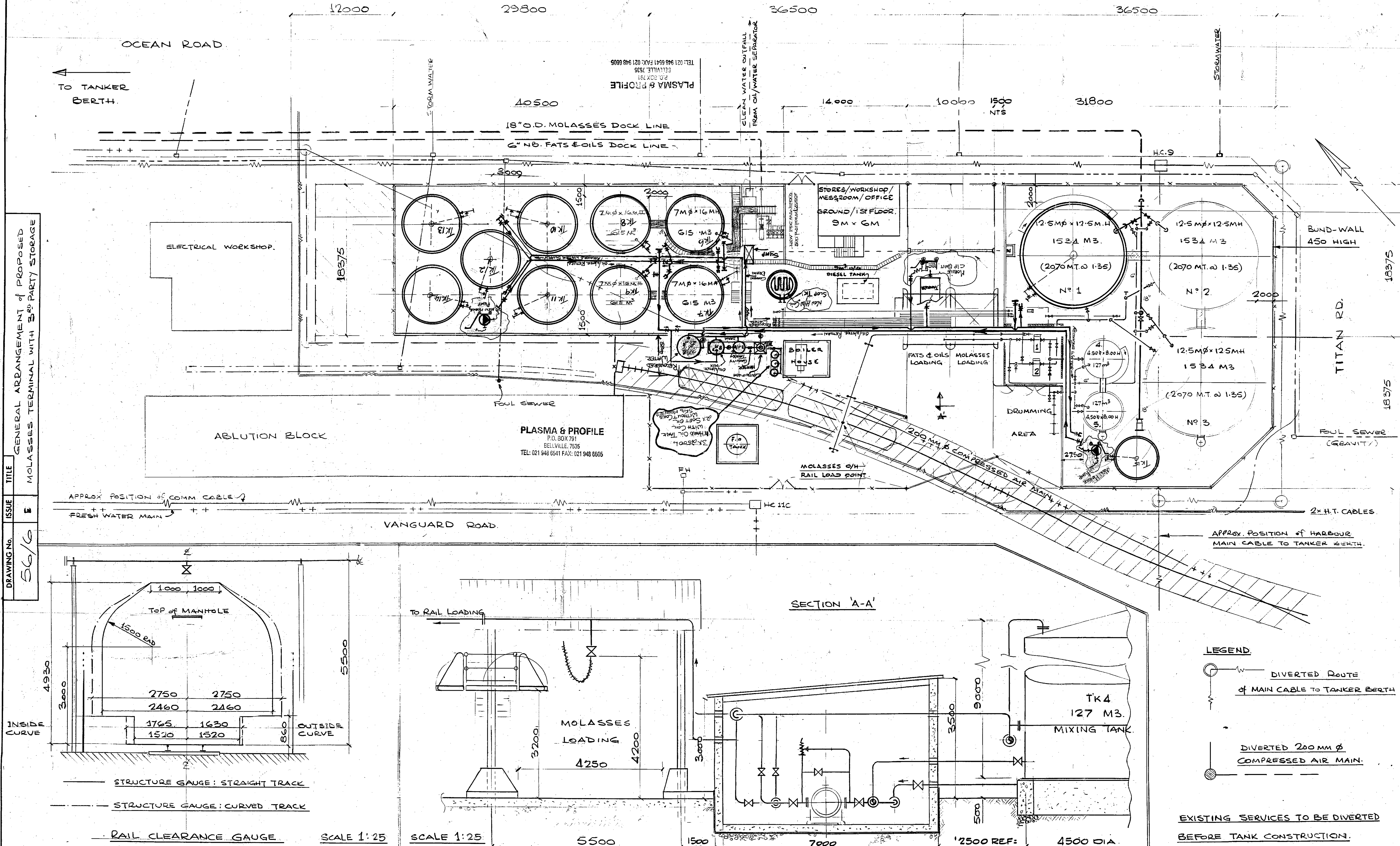
OWNERS COSTS	
Description	Total Cost
Land Rental for duration of project	R 11 760 000.00
Owners Costs for duration of project	R 17 420 000.00
Engineering Costs	R 12 940 000.00
Site Survey	R 150 000.00
Geotechnical Report	R 350 000.00
EIA	R 2 900 000.00
TOTAL	R 45 520 000.00

Appendix B

Drawings

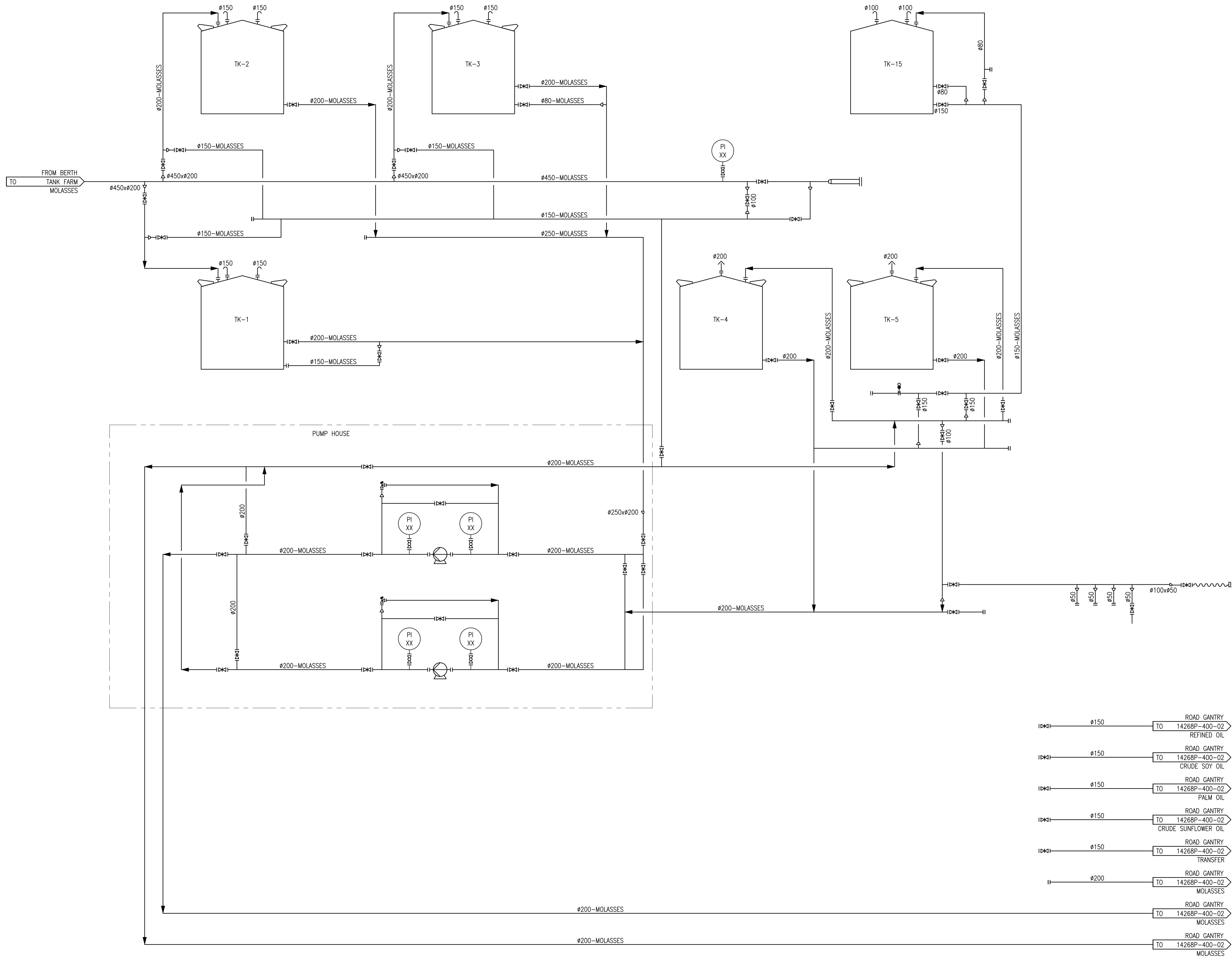
Cape Town Terminal

DRAWING No. 56/6
TITLE
GENERAL ARRANGEMENT of PROPOSED
MOLASSES TERMINAL WITH 3RD PARTY STORAGE



MODIFICATIONS	MOD	DRAWN	DATE	APP'D	MODIFICATIONS	MOD	DRAWN	DATE	APP'D	DRAWN BY	JHC.	8/85	TITLE	GENERAL ARRANGEMENT of PROPOSED MOLASSES					
	A	PE	15.1.86	TK 4 E/S ADDED - PIG TRAP & LINE ADDED TO MOLASSES AREA - 2 LINES ADDED TO LOAD BAY FROM MOL. AREA. - RAIL LOAD NOW ONLY 1 LINE. - 1500 DIMS NEXT TO MOL. P/H WAS 1000. - VEG. OIL TANKS WHERE 14.00M HIGH. NOW ALSO RE-NUMBERED - OFFICE BLOCK/WORKSHOP ETC BUILDINGS NOW 1 BUILDING.		E	SE	1 JUNE 92	ADDED TO C/S - NEW DRAWINGS FOR C/S - MODIFIED PIPE MANHOLES & PIPING LAYOUT.				CHECKED	TERMINAL WITH THIRD PARTY STORAGE TANKS.					
	B	PE	21.1.86	LOAD BAY 4250 WAS 4200 - MIX TANK AREA 2500 WAS 2750 - OFFICE BLOCK 8M WAS 10M - BOILER HOUSE RESERVE									APPROVED	SCALE	1:100	INSTALLATION	CAPETOWN.	PROJECT NO P.282	
	C	PE	NOV/86	ADDITIONAL 6" LINE & DRUMMING LINE TO MOLASSES AREA (TANKS 1, 2, 3) EXTENDED 18" LINE									TRACED	United Molasses Company					
	D	PE	JAN/93	UPDATED DRG & 8/4 - F.O. TANK - DIESEL TANK ETC ADDED.									1st ISSUED	DRAWING NO. ISSUE					
										DATE					SUGAR QUAY LOWER THAMES ST. LONDON EC3R 6DQ			56/6 E	

TK-1	TK-2	TK-3	TK-4	TK-5	TK-15
PRODUCT: MOLASSES	PRODUCT: MOLASSES	PRODUCT: MOLASSES	PRODUCT: MOLASSES	PRODUCT: MOLASSES	PRODUCT: MOLASSES
SIZE: ø12.5 x 12.5m	SIZE: ø12.5 x 12.5m	SIZE: ø12.5 x 12.5m	SIZE: ø4.5 x 8m	SIZE: ø4.5 x 8m	SIZE: ø6 x 18m
CAPACITY: 1 534m³	CAPACITY: 1 534m³	CAPACITY: 1 534m³	CAPACITY: 127m³	CAPACITY: 127m³	CAPACITY: 523m³



ø150	TO	ROAD GANTRY 14268P-400-02
ø150	TO	ROAD GANTRY 14268P-400-02
ø150	TO	ROAD GANTRY 14268P-400-02
ø150	TO	ROAD GANTRY 14268P-400-02
ø150	TO	ROAD GANTRY 14268P-400-02
ø200	TO	ROAD GANTRY 14268P-400-02
ø200	TO	ROAD GANTRY 14268P-400-02
ø200	TO	ROAD GANTRY 14268P-400-02

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NOTES:

II	COUPLING
I-K-I	GATE VALVE
I-B-I	BALL VALVE
TR	THERMAL RELIEF VALVE
D	CONCENTRIC REDUCER
SB	SPECTACLE BLIND
FV	FREE VENT
CV	CENTRAL VENT
PV	PERIPHERAL VENT
FW	FLEXIBLE HOSE
PL	PIG LAUNCHER/ RECEIVER
CP	CENTRIFUGAL PUMP
PI XX	PRESSURE INDICATOR

A	RECORD DRAWING	CT	LB	GMK	24/02/2017
REV	DESCRIPTION	DR	CHKD	APP.	DATE
	INITIALS	SIGN			DATE
DESIGNED	-				
DRAWN	CT				
CHECKED	LB				
PROJECT ENG.	-				
APPROVED	GMK				

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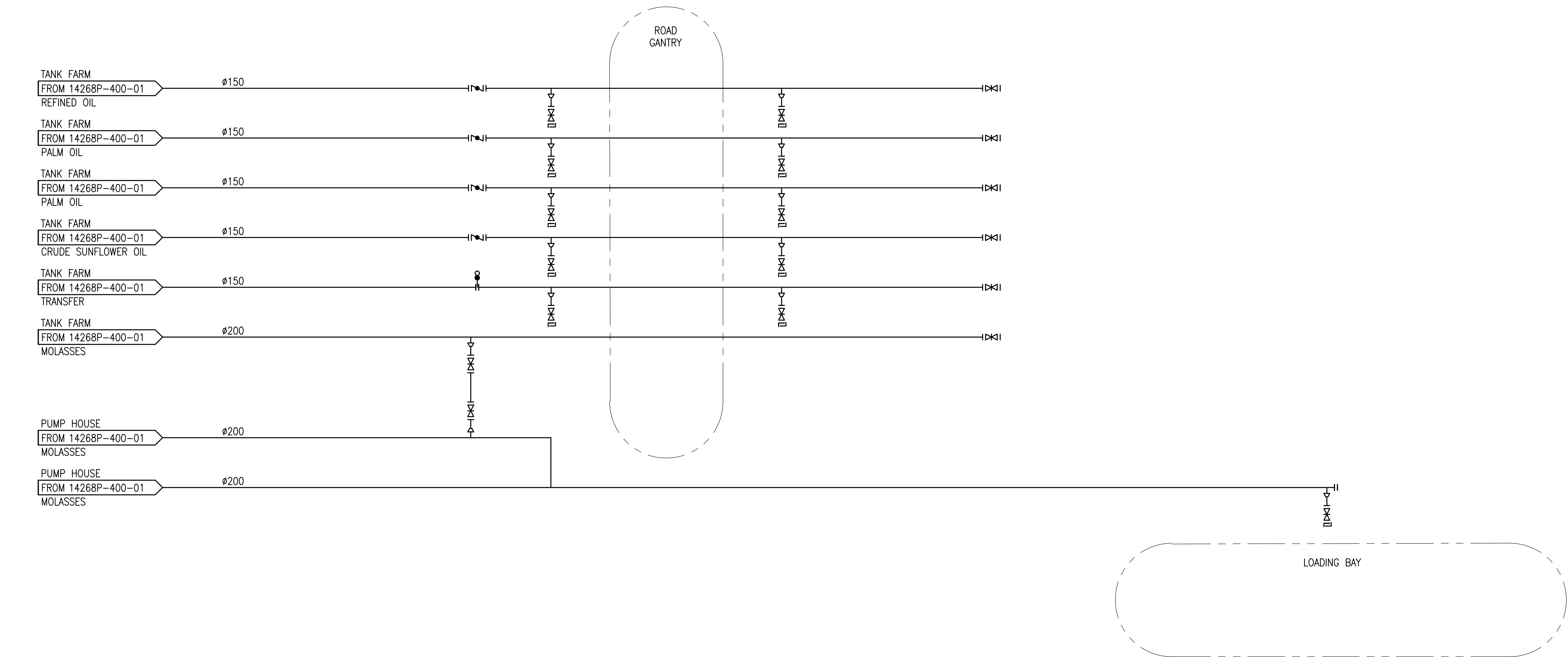
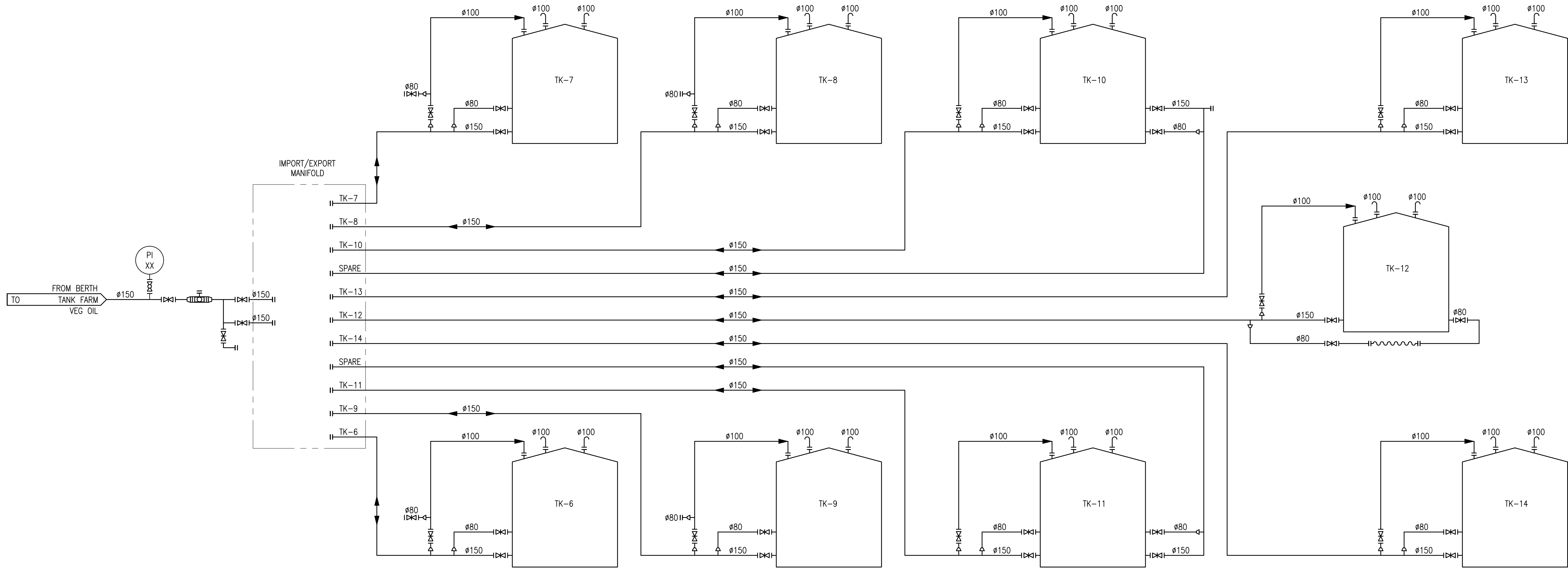


PROJECT
OTGC NAUTILUS TERMINAL

TITLE
PRODUCT P&ID – MOLASSES

SCALE : NTS	A1
DRAWING No. 14268P-450-01	REV A

TK-6	TK-7	TK-8	TK-9	TK-10	TK-11	TK-12	TK-13	TK-14
PRODUCT: VEG OIL	PRODUCT: VEG OIL	PRODUCT: VEG OIL	PRODUCT: VEG OIL	PRODUCT: VEG OIL	PRODUCT: VEG OIL	PRODUCT: VEG OIL	PRODUCT: VEG OIL	PRODUCT: VEG OIL
SIZE: ø7 x 16m	SIZE: ø7 x 16m	SIZE: ø7 x 16m	SIZE: ø7 x 16m	SIZE: ø7 x 18.7m	SIZE: ø7 x 18.7m	SIZE: ø7 x 18.7m	SIZE: ø7 x 18.7m	SIZE: ø7 x 18.7m
CAPACITY: 615m³	CAPACITY: 615m³	CAPACITY: 615m³	CAPACITY: 615m³	CAPACITY: 719m³	CAPACITY: 719m³	CAPACITY: 719m³	CAPACITY: 719m³	CAPACITY: 719m³



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NOTES:

LEGEND:

	COUPLING
	GATE VALVE
	BALL VALVE
	CONCENTRIC REDUCER
	SPECTACLE BLIND
	FREE VENT
	PIG LAUNCHER/ RECEIVER WITH SIGHT GLASS
	FLEXIBLE HOSE
	PRESSURE INDICATOR

A	RECORD DRAWING	CT	LB	GMK	24/02/2017
REV	DESCRIPTION	DR	CHKD	APP.	DATE
	INITIALS	SIGN			DATE
DESIGNED	-				
DRAWN	CT				
CHECKED	LB				
PROJECT ENG.	-				
APPROVED	GMK				

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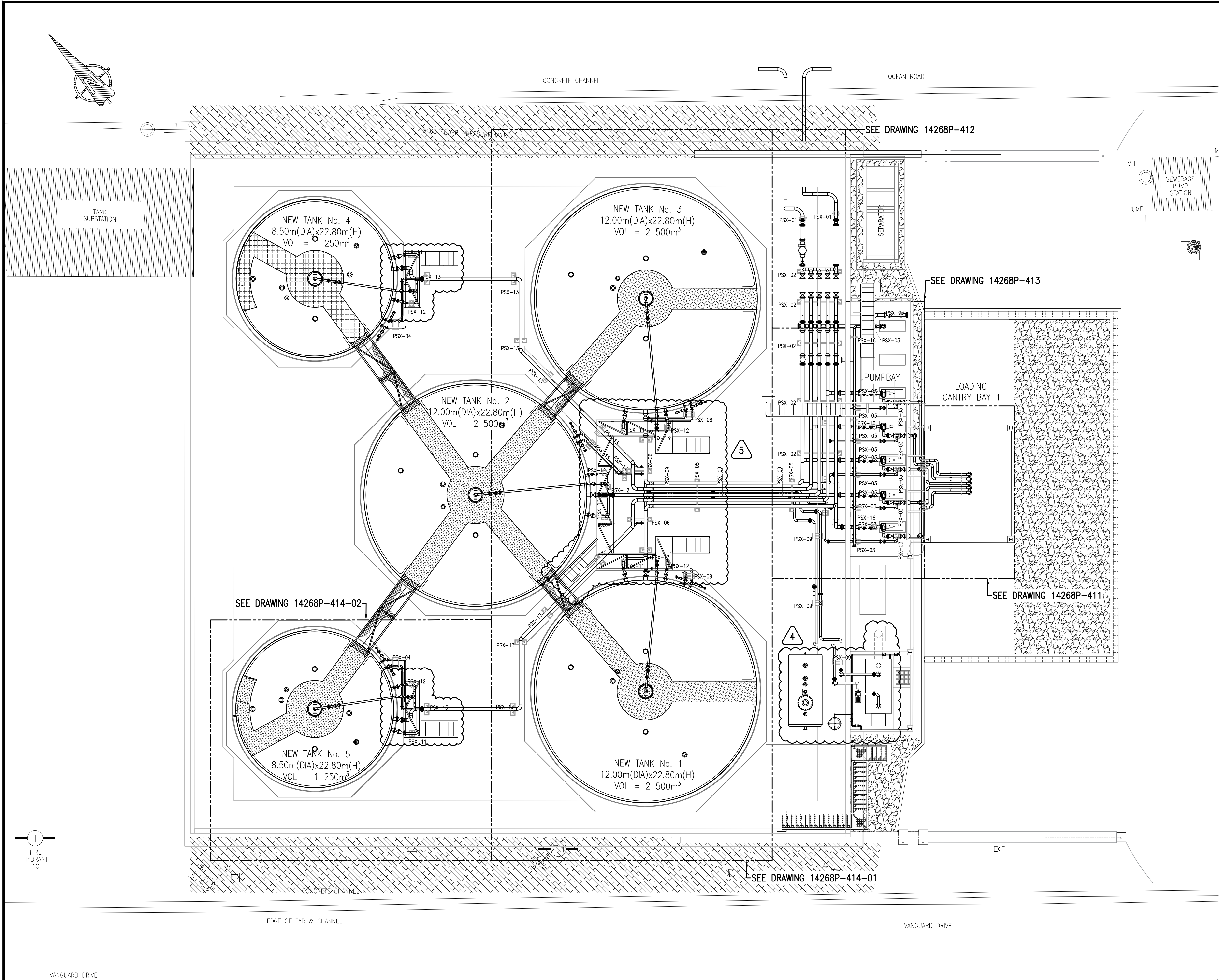


PROJECT
OTGC NAUTILUS TERMINAL

TITLE
PRODUCT P&ID – VEG OIL

SCALE :	NTS	A1
DRAWING No.	14268P-450-02	REV A

Drawings Nautilus Terminal



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REFERENCE DRAWINGS:

14268P-411 ROAD GANTRY LAYOUT & DETAILS
14268P-412 EXCHANGE MANIFOLD LAYOUT & DETAILS
14268P-413 PUMPBAY LAYOUT & DETAILS
14268P-414-01 TANK FARM ARRANGEMENT & DETAILS SHEET 1
14268P-414-02 TANK FARM ARRANGEMENT & DETAILS SHEET 2

NOTES:

1. NONE

5	VALVE ACCESS STAIRS ADDED	JG	HB	GT	14/02/2020
4	BOILER LOCATION AND PIPING	JG	HB	GT	13/09/2019
	REVISED				
3	PIPE SUPPORTS REVISED	JG	DJ	GT	08/08/2019
2	ISSUED FOR REVIEW	JG	DJ	GT	22/07/2019
1	ISSUED FOR REVIEW	MJ	DJ	GT	26/07/2018
0	ISSUED FOR TENDER	RH	DJ	GT	03/07/2018
REV	DESCRIPTION	DR	CHKD	APP.	DATE

	INITIALS	SIGN	DATE
DESIGNED	DJ		
DRAWN	JG		
CHECKED	HB		
PROJECT ENG.	DJ		
APPROVED	GT		

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ffs
TANK TERMINALS

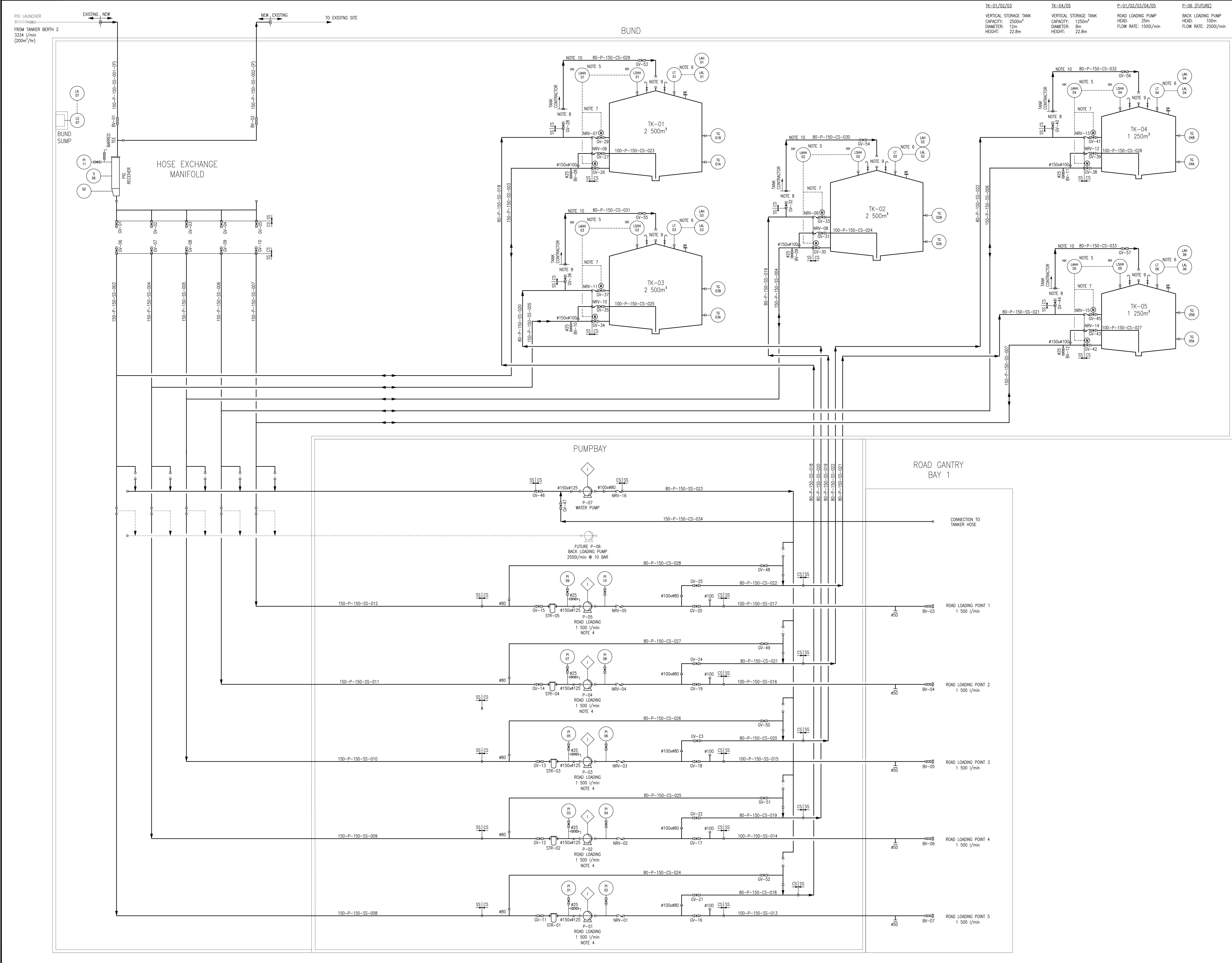
PROJECT

OTGC CAPE TOWN
DEVELOPEMENT OF THE
NAUTILUS SITE, CAPE TOWN
HARBOUR

TITLE

OVERALL SITE PIPING LAYOUT

SCALE	:	1:100	A1
DRAWING No.		14268P-410	REV 5



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REFERENCE DRAWINGS:
LAYOUT: 14268P- 100
TANK(S): 14268P- 420, 421, 422
HEATING P&ID: 14268P- 401

NOTES:
1. BALL VALVES TO BE FULL BORE.
2. T/S ON BERTH LINE TO BE BARRED.
3. HARD SPOOL AS PER DRAWING 14268P-412.
4. PUMPS TO BE SELF-PRIMING.
5. HIGH-HIGH LEVEL PROBE TO BE LOCATED AWAY FROM INLET.
6. ATO NOZZLE TO BE LOCATED AWAY FROM AGITATOR AND HEATING COILS.
7. ESD TO TRIP PUMPS AND CLOSE MOTORISED VALVES.
8. HARD SPOOL CONNECTION TO TANK WASH LINE.
9. CONNECTION TO GAMMA-KET HOSE.
10. TANK WASH LINE (WATER)
11. ALL SS/CS CONNECTIONS TO BE PROVIDED WITH IF KITS

LEGEND:
D MALE NOZZLE
e ECCENTRIC REDUCER
D CONCENTRIC REDUCER
10001 BALL VALVE (FULL BORE)
10002 CHECK VALVE
10003 GATE VALVE
10004 MOTORISED VALVE
10005 CENTRIFUGAL PUMP
10006 BASKET STRAINER
10007 DIP HATCH
10008 VENT
SS/CS STAINLESS STEEL / CARBON STEEL CONNECTION (NOTE 11)
I INTERLOCK
HH HIGH-HIGH LEVEL ALARM
HH LSH HIGH-HIGH LEVEL SWITCH
LH HIGH LEVEL ALARM
LAL LOW LEVEL ALARM
LT LEVEL TRANSMITTER
TG TEMPERATURE GAUGE
PI PRESSURE INDICATOR
SG SIGHT GLASS

7	MATERIALS UPDATED	CdL	DJ	GT	04/09/2018
6	ISSUED FOR REVIEW	MD	DJ	GT	26/07/2018
5	RE-ISSUED FOR TENDER	RH	DJ	GT	03/07/2018
4	ISSUED FOR REVIEW	RH	DJ	GT	22/06/2018
3	ISSUED FOR APPROVAL	JD	DJ	GT	16/05/2018
2	UPDATED WITH CLIENT COMMENTS	CdL	DJ	GT	11/04/2018
1	ISSUED FOR REVIEW	RH	DJ	GT	23/03/2018
0	ISSUED FOR TENDER	KE	DJ	GMK	07/08/2017
REV	DESCRIPTION	DR	CHKD	APP.	DATE

	INITIALS	SIGN	DATE
DESIGNED	LB		
DRAWN	CdL		
CHECKED	TD		
PROJECT ENG.	DJ		
APPROVED	GT		

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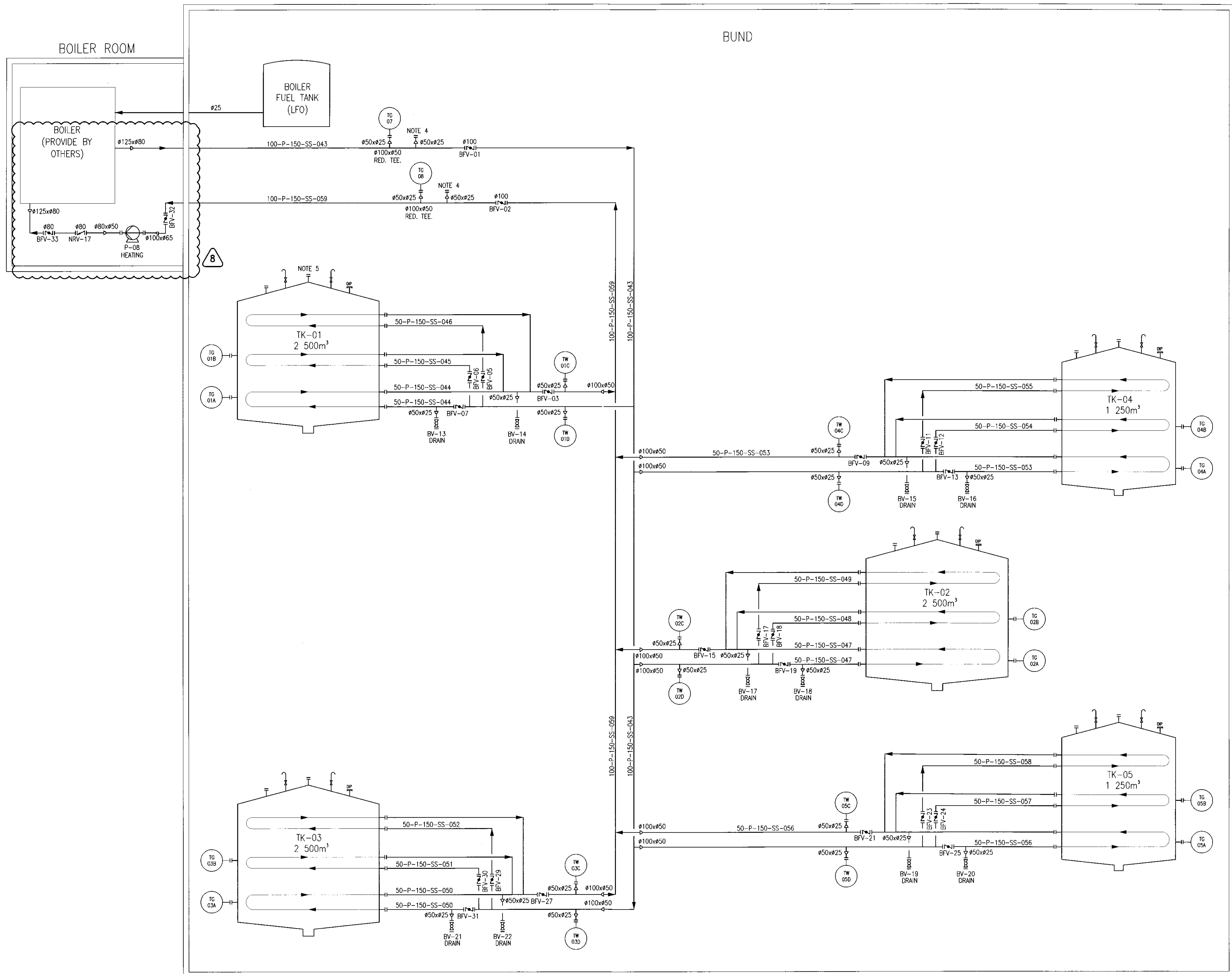
CLIENT

ffs
TANK TERMINALS

PROJECT
OTGC CAPE TOWN
DEVELOPEMENT OF THE
NAUTILUS SITE, CAPE TOWN
HARBOUR

TITLE
PRODUCT P&ID

SCALE :	NTS	A0
DRAWING No.	14268P-400	7



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REFERENCE DRAWINGS:

14268P-400 PRODUCT P&ID

NOTES:

1. PRODUCT SHOULD BE HEATED TO 60° C.
2. PORTABLE HEATING COIL TO HEAT CENTRAL TANK SUMPS.
3. PROVIDE BLANK FLANGES FOR CONNECTION.
4. THERMOWELL TO BE PROVIDED FOR PORTABLE INSTRUMENTS.
5. EXPANSION TANK TO BE MOUNTED ON TANK 1 ROOF.

LEGEND:

	CONCENTRIC REDUCER
	BALL VALVE
	BUTTERFLY VALVE
	DIP HATCH
	VENT
	THERMOWELL
	TEMPERATURE INDICATOR
	CHECK VALVE
	CENTRIFUGAL PUMP

REV	DESCRIPTION	DR	CHKD	APP.	DATE
8	HEATING PUMP ADDED	JG	HB	GT	22/10/2019
7	DRAIN VALVES CHANGED TO BV'S	CdL	DJ	GT	05/09/2018
6	GV'S CHANGED TO BV'S	CdL	DJ	GT	04/09/2018
5	RE-ISSUED FOR TENDER	RH	DJ	GT	03/07/2018
4	ISSUED FOR REVIEW	RH	DJ	GT	22/06/2018
3	ISSUED FOR APPROVAL	JG	DJ	GT	16/05/2018
2	UPDATED WITH CLIENT COMMENTS	CdL	DJ	GT	11/04/2018
1	ISSUED FOR REVIEW	RH	DJ	GT	23/03/2018
0	ISSUED FOR TENDER	CdL	LB	GMK	07/09/2017

	INITIALS	SIGN	DATE
DESIGNED	DJ		22/10/2019
DRAWN	JG		22/09/2019
CHECKED	HB		22/10/2019
PROJECT ENG.	DJ		22/10/2019
APPROVED	GT		22/10/19

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FFS
TANK TERMINALS

PROJECT
OTGC CAPE TOWN
DEVELOPEMENT OF THE
NAUTILUS SITE, CAPE TOWN
HARBOUR

TITLE
HEATING P&ID

SCALE :	NTS	A1
DRAWING No.	14268P-401	REV 8



www.kanteys.co.za



DECOMMISSIONING PLAN

FOR

***FFS TANK TERMINALS CAPE TOWN
HARBOUR***

Created by: A Osborn Environmental Compliance Manager

Reviewed: M. Zulu Business Division Manager

Rev#0 Date: 14/10/2024

1. INTRODUCTION

FFS Tank Terminals (FFS TT) (Pty) Ltd operates in two Ports, in the Western and KwaZulu Natal, the Port of Cape Town and the Port of Durban thereby enabling FFS TT to store and secure supply of numerous fuels. It imports and exports various products to local and international markets, such as Molasses, Vegetable Oil, Base Oil, Mono Ethylene Glycol (MEG), Diethylene Glycol (DEG), Residual Fuel Oil, Bitumen, and various bunker fuel oils.

FFS TT Cape Town (FFS TT) has two storage facilities located on Ocean Road in the Port of Cape Town (Figure 1) called FFS TT and the Nautilus site. This area of the port is used primarily for liquid bulk storage, Engineering works, Dry docking, Cold Storage and also serves as a ship bunkering area. The current neighbors to the east and north of the site are also oil/chemical storage and handling facilities. The tank farm is situated approximately 2.5km north-west of the V&A Waterfront and about 1.7km south west of the Cape Town CBD.

1.1 Purpose of this document

The DMP gives effect to the precautionary measures which are to be implemented to control all decommissioning activities associated with FFS TT Cape Town. This involves the removal of:

- All products from the tank farms (Nautilus & FFS TT);
- Tanks and associated infrastructure (including 2 x water boilers) unless otherwise agreed with TNPA;
- All waste materials (contaminated water in bunds and/or in separator, hazardous waste in skips, and general waste);
- Any other equipment and/or materials/chemicals as well as any redundant piping from the tank farm to the quayside unless otherwise agreed with TNPA; and
- Weighbridge (unless otherwise agreed with TNPA).

Immovable property such as hardsurfacing and bunding would need to be cleaned. The offices will be cleaned, and any movable equipment removed.

The plan also provides guidance to assist in ensuring compliance with relevant environmental legal requirements. Impact identification and management ensures prioritization and focus on the control of the impacts. This plan thus supports this on-going proactive mitigation and the duty of care to the environment. It also outlines relevant information related to removal and decommissioning of facilities from an environmental perspective as per API Standard 2610.

This DMP is designed to:

- Encourage good management practices to minimise impacts on the environment;
- Provide rational and practical environmental guidelines to:
 - Minimise disturbance of the environment;
 - Prevent or minimise all forms of pollution;
 - Comply with all applicable environmental laws, regulations, standards and guidelines for the protection of the environment; and
 - Adopt the best practical means available to prevent or minimise adverse environmental impacts.



Figure 1:
FFS TT
Harbour
Tank Farm
(areas
indicated in
red)

2. ENVIRONMENTAL AWARENESS AND COMPLIANCE

The FFS TT has 20 storage tanks of varying sizes from 127m³ to 1534m³ and associated infrastructure; 2 loading bays; 2 hot water boilers, offices and on the Nautilus site 5 tanks of varying sizes from 1293m³ to 2577m³. For the DMP to be implemented effectively, all persons involved in the decommissioning of the site (including contractors and subcontractors) must be made aware of the objectives of the DMP, as well as the environmental consequences of their individual actions.

2.1 Roles and responsibilities

The overall responsibility for decommissioning associated with the implementation of the DMP lies with FFS TT. FFS TT will ensure that all permanent and temporary staff, contractors, sub-contractors and suppliers involved in the decommissioning operations on site adhere to this DMP.

FFS will be responsible for the following:

- Implementation of the DMP;
- Monitoring of activities to ensure compliance with the DMP;
- Appointing a Decommissioning Site Manager or Designated Responsible Person to ensure its decommissioned correctly and in compliance with requirements;
- Ensuring environmental awareness amongst members of the decommissioning team;
- Implementing preventative and corrective actions if necessary, in accordance with the requirements of the DMP, outcomes of relevant environmental audits and environmental legislation; and
- Reporting of environmental incidents and accidents that may occur in accordance with the requirements of the DMP and environmental legislation.
- Notification to relevant authorities of the planned date of decommissioning of the site.

2.1.1 Contractors

FFS TT may appoint contractor/s to assist with the removal of products, cleaning of tanks, pipelines etc as well as the removal of other infrastructure and equipment. They will be answerable to the FFS Site Project Manager and FFS TT SHE Officer for all environmental related matters. All contractors/sub-contractors will be required to comply with the DMP.

Contractors/Sub Contractors will be required to:

- Provide all necessary supervision whilst activities that they have been contracted to undertake are being undertaken;
- Submit a Health & Safety File for approval by FFS and TNPA (where required);
- Undertake all required activities as per contract;
- To ensure that activities are conducted in an environmentally acceptable manner;
- To fulfil all obligations as per the agreed contract;
- To comply with special conditions as stipulated by TNPA or any other designated authority;
- Ensure that their staff have received the appropriate environmental awareness training prior to commencing decommissioning.

2.1.2 SHE Officer

FFS's SHE Officer will be responsible for the following:

- Reviewing and updating the site induction training to ensure environmental issues related to the decommissioning receive adequate attention and important site-specific issues are included;
- Conducting environmental audits of the site/contractors as per this DMP including relevant documentation on a 1-2 monthly basis;
- Maintaining a record of all non-conformances and incidents to ensure that measures are put in place to remedy such;
- Updating the site complaints register should any complaints be received and ensure that relevant action is taken; and
- Verifying that all hazardous waste removal from site is accompanied by a waste manifest and that final waste manifests for the relevant loads with 3 signatures and where relevant weighbridge certificates are obtained and kept on file on site.
- Ensuring compliance with this DMP by all employees and contractors alike.

2.2 Training of employees

FFS TT has a responsibility to ensure that relevant employees that will be involved in the decommissioning are aware of and familiar with the environmental requirements of this project (this includes contractors, sub-contractors, casual labour, etc.).

All senior and supervisory staff members involved with decommissioning of the site shall familiarise themselves with the full contents of the DMP.

2.3 Complaints register and environmental incident records

Any complaints received from any interested & affected party/ies will be registered and recorded on environmental management system (Non Conformance Reports). The complaint must be brought to the attention of management, who will respond accordingly. The following information will be recorded:

- Time, date and nature of the complaint;
- Response and investigation undertaken; and
- Actions taken and by whom.

All complaints received to be investigated and a response (even if pending further investigation given to the complainant within 7 days.

All significant environmental incidents that occur during decommissioning will be recorded through the use of the SHE management system (NCRs). The following information must be provided:

- Time;
- Date;
- Location;
- Nature of the incident; and
- Actions taken and by whom.

2.4 Environmental monitoring

Environmental monitoring required of the decommissioning activities on site will be undertaken by the FFS TT SHE Officer or designated person to ensure compliance with all aspects of the DMP.

2.5 Documentation

All relevant documentation related to environmental aspects of the decommissioning (procedures, waste manifests, weighbridge documents, records etc) are to be managed by the SHE Officer under the existing SHE management system.

3. LEGISLATIVE FRAMEWORK

The DMP has been developed in line with South Africa's environmental laws to ensure that reasonable measures are taken to warrant environmental protection and to promote sustainable development.

FFS TT, like any other organisation, is bound to operate within the national and provincial legal framework. In South Africa a multitude of legislation has developed over time, governing environmental management, promoting environmental objectives, regulating environmental exploitation, or containing incidental, environmentally specific norms - all of which impose legal obligations on FFS. Legislation which may be relevant to the operations on site are:

- International Convention for Prevention of Pollution from Ships, 1973;
- The National Environmental Management Act 107 of 1998 & Regulations;
- The National Water Act 36 of 1998;
- The National Environmental Management Waste Act 59 of 2008 & Regulations;
- The National Ports Act No 12, 2005;

- As well as other relevant local legislation, permits, licences.

3.1 General duty legislation

These statutes do not contain provisions specifically aimed at activities; however they place a general legal obligation on FFS TT to take reasonable steps to prevent environmental degradation, and if this cannot be prevented then to take reasonable steps to remediate the damage. The most important of these statutes are:

- The Constitution of the Republic of South Africa Act 108 of 1996; and
- The National Environmental Management Act 107 of 1998.
 - Duty of Care Section 28

Duty of Care Section 28 of the NEMA makes provision for duty of care, and remediation of environmental damage. The binding principles are described below:

1. Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.
 - (1A) Subsection (1) also applies to a significant pollution or degradation that-
 - a) occurred before the commencement of this Act;
 - b) arises or is likely to arise at a different time from the actual activity that caused the contamination; or
 - c) arises through an act or activity of a person that results in a change to pre-existing contamination.
2. Without limiting the generality of the duty in subsection (1), the persons on whom subsection (1) imposes an obligation to take reasonable measures, include an owner of land or premises, a person in control of land or premises or a person who has a right to use the land or premises on which or in which-
 - a) any activity or process is or was performed or undertaken; or
 - b) any other situation exists, which causes, has caused or is likely to cause significant pollution or degradation of the environment.
3. The measures required in terms of subsection (1) may include measures to-
 - a) investigate, assess and evaluate the impact on the environment;
 - b) inform and educate employees about the environmental risks of their work and the manner in which their tasks must be performed in order to avoid causing significant pollution or degradation of the environment;
 - c) cease, modify or control any act, activity or process causing the pollution or degradation;
 - d) contain or prevent the movement of pollutants or the cause of degradation;
 - e) eliminate any source of the pollution or degradation; or
 - f) remedy the effects of the pollution or degradation.

4. SUMMARY OF POTENTIAL ENVIRONMENTAL IMPACTS

The potential environmental impacts of decommissioning of the site according to their extent, duration, intensity, probability of occurrence and finally the significance of the impact (see Table 1) is listed below. The system used for ranking of the impacts is described below.

Extent

Site: Impact limited to the immediate area.
Local: Impact limited to the FFS TT .
Region: Impact affecting the Port of Cape Town.

Duration

Short term: Impact less or less than 6 months
Medium term: Impact over 6 months-1 year.
Long term: Impact over more than 1 year.

Probability of Occurrence

Possible: Unlikely that the impact will occur.
Probable: Impact may occur.
Definite: Impact will definitely occur.

Impact Significance:

Low: Small impact and/or disturbance over small area.
Medium: Moderate impact expected and/or disturbance over small area.
High: Significant impact expected and/or disturbance over a larger area.
Fatal flaw: Impacts of a significance that has significant environmental impacts.
Undefined: Cannot be determined.

The impacts have also been identified as positive or negative.

Without Mitigation Measures:

The significance of the impact is rated as if mitigation / abatement measures are not put in place.

With Mitigation Measures:

The significance of the impact is rated as if mitigation / abatement measures are in place.

4.1

Table 1: Significance of Impacts

4.1.1 Biophysical Impacts							
4.1.1.1 Surface & Groundwater							
Impact description	Phase	Extent	Duration	Probability	Significance		Mitigation
					Without mitigation	With mitigation	
Removal of all products from tanks	Decomm	Local	Short term	Definite	Medium negative	Low negative	<ul style="list-style-type: none"> • All products located in tanks are to be loaded into tankers and taken either to customers or other FFS sites. • Accredited waste service provider/s to be used for tank sludge removal if required and waste manifests kept. • Any contaminated rags and spillsorb are to be placed in designated hazardous waste skip. Waste manifests to be obtained and kept.
Removal of products from pipes	Decomm	Local	Short term	Possible	Medium negative	Low negative	<ul style="list-style-type: none"> • Spill kit to be available and accessible. • Should pipelines related to the tank farm be required to be flushed free of product, this will need to be undertaken by a relevant service provider in such a way that every precaution is undertaken to ensure that the flushed contaminated water does not get spilt.

							<ul style="list-style-type: none"> • All contaminated flush water from the cleaning must be taken by an accredited service provider to an accredited and authorised treatment plant. • A waste manifest must be obtained for every load.
Cleaning of tanks & pipes	Decomm	Local	Short Term	Definite	Medium Negative	Low negative	<ul style="list-style-type: none"> • Ensure hardsurfacing and bunding has been inspected for integrity before starting cleaning. If compromised this must be fixed/contingencies to prevent soil/groundwater contamination before starting with the cleaning. • Tanks to be cleaned as per SOP 26. All staff involved with cleaning of tanks and pipes to wear appropriate PPE. • All residue must be removed from the tank and taken to landfill or a, accredited and licensed recycler. • Contaminated washings from the tanks and pipes must be pumped out (use spill trays under connections) into designated tank/flowbin/tanker. This effluent water must be taken by an accredited service provider to effluent treatment plant and waste manifests obtained for every load.

							<ul style="list-style-type: none"> Any spills of contaminated water must be cleaned up immediately as per CP-11. All staff to have up to date spill training certificates covering the period of decommissioning. All cleaned pipes and tanks to be blanked off with spacers and tank manholes and vent points closed and sealed. Valves should be removed from the tank. Pipes and tanks should be clearly marked for sale, transfer or disposal (API 2610). Tanks and pipes to be strapped securely to prevent movement whilst being transported if required to be removed. If any tanks are to be left in place they should be marked "out of service" and date that they were put out of service (API 2610).
Removal of redundant underground piping	Decomm	Local	Short term	Definite	Low negative	Low negative	<ul style="list-style-type: none"> Identify all redundant underground piping if any. Relevant removal method to be determined such that it has the least possible impact on the environment. If excavation is involved relevant permits to be obtained and area demarcated accordingly.

							<ul style="list-style-type: none"> • Must ensure that pipeline is free of any remnant product, if not, appropriate measures to ensure that product won't spill onto ground or affect health & safety of staff working on it. These must be gas free. • All relevant work permits to be obtained for any relevant work to be performed on the pipeline such as cutting it into smaller pieces. • PPE to be worn. • Spill kit to be available and accessible. • Once redundant piping removed, area to be backfilled and compacted or made acceptable to TNPA. • Only accredited scrap metal service provider to be used and a waste manifest kept.
Cleaning of bunds/separator/loading bays, hard surfacing and bunding etc any contaminated water must be removed	Decomm	Local	Short term	Definite	Medium negative	Low negative	<ul style="list-style-type: none"> • Care must be taken to ensure that any contaminated water is removed from the bunds/hard surfacing/loading bays as quickly as possible to prevent any potential soil contamination or groundwater issues.

							<ul style="list-style-type: none"> Any contaminated water must be removed by accredited waste service provider and taken to authorised waste treatment plant. Appropriate spill kits to be available on site. Strict adherence to site specific procedure/s related to site and tank cleaning including bunds/separator.
Removal of Hazchems	Decomm	Local	Short term	Probable	Low negative	Low negative	<ul style="list-style-type: none"> All Hazchem containers to be checked to ensure that lids are tightly closed, container/bag is intact and that relevant SDSs are available. All Hazchems stored in designated chemical store are to be removed and sent to relevant FFS Site for use or environmentally responsible alternative sort. Care must be taken to ensure that incompatible materials are not transported together. SDSs must accompany all Hazchems transported. Any empty Hazchem containers are to be removed by an accredited waste service provider and taken to landfill or collected by Hazchem supplier.

Removal of other related equipment	Decomm	Local	Short term	Definite	Low-Medium negative	Low negative	<ul style="list-style-type: none"> • Related equipment to be positively isolated and de-energized where required and cleaned where appropriate. Equipment should be clearly marked for either sale, transfer to another site or disposal (API 2610). • Any contaminated water to be taken by accredited waste service provider to Burchard's Quarry. Waste manifests to be kept for each load. • Any uncontaminated water from the bunds may be allowed to evaporate or upon approval of municipality and TNPA discharged to stormwater.
Equipment used during decommissioning	Decomm	Local	Short term	Definite	Low negative	Low negative	<ul style="list-style-type: none"> • Equipment used during decommissioning must be adequately maintained so that during operations it does not spill fuel, or hydraulic fluid. • All equipment must be inspected regularly (at least weekly) to ensure that it is in good working condition, clean, and free from leaks of oil, petrol, diesel, hydraulic fluid and contaminating substances. • Avoid the use of material with pollution causing potential where possible.

							<ul style="list-style-type: none"> • Clean up any spillages (e.g. concrete, oil, fuel), immediately. Remove contaminated soil and dispose of to licensed landfill.
Potential soil contamination due to site operations	Decomm	Local	Long term	Possible	Medium negative	Low negative	<ul style="list-style-type: none"> • Soil contamination assessment if not already undertaken must be undertaken timeously to identify if there is any contamination. • If contamination above limits, then registration with DFFE required. • Compliance with remediation order to be undertaken. • FFS TT to remediate, sample and obtain relevant sign off from authorities including TNPA before handing over the site to TNPA. • If no contamination, then site to be levelled and sign off from DFFE (if required) and TNPA must be obtained.
4.1.1.2 Waste							
Impact description	Phase	Extent	Duration	Probability	Significance		Mitigation
					Without mitigation	With mitigation	
Generation and removal of waste	Decomm	Site	Medium term	Definite	Low negative	Low negative	<ul style="list-style-type: none"> • General and hazardous waste to be stored in designated skips/wheelie bins on hard surfaced bunded area. • General waste to be removed by accredited service provider.

							<ul style="list-style-type: none"> • Hazardous to have lid/tarpaulin to prevent ingress of rain. • Hazardous waste to be removed by accredited waste service provider and waste manifest to be kept. • Hazardous waste toolbox talks as refresher to be conducted. • Any contaminated soil that requires remediation must be either done in situ by applying relevant remediation methods or at relevant authorised service provider.
Chemical containers	Decomm	Site	Short term	Probable	Low negative	Low negative	<ul style="list-style-type: none"> • All hazardous substances must be handled, stored and disposed of or recycled in a safe and responsible manner (as per relevant SDS) to prevent pollution of the environment or harm to people. • All chemical containers to be placed in lidded hazardous waste skip. • Chemicals to be removed from site by supplier or accredited waste contractor for recovery, use by FFS TT or disposed of at licensed disposal site. • Relevant waste manifests to be kept on site.

							<ul style="list-style-type: none"> Spill kits to be stocked and kept on site, all relevant staff to have valid spill training certificates for period of decommissioning.
Redundant pipes from tank farm to quayside	Decomm	Region	Short term	Definite	Low negative	Low negative	<ul style="list-style-type: none"> Redundant piping to be cleaned of product, gas free and removed and recycled as scrap metal by accredited and licensed recycler.
Removal of contaminated hardsurfacing if required	Decomm	Region	Short term	Definite	Low negative	Low negative	<ul style="list-style-type: none"> If FFS is unable to render the hard surfacing "oil free" FFS may possibly replace the contaminated hard surfacing. If required hard surfacing must be carefully broken up and any contaminated concrete placed in hazardous waste skip. Waste manifests to be kept for all hazardous waste taken to relevant authorised landfill. Any uncontaminated concrete to be placed in general waste skip.
Lighting	Decomm	Local	Long term	Possible	Low negative	Low negative	<ul style="list-style-type: none"> All florescent tubes to be placed in an appropriate container that will allow safe transportation for recycling. An accredited and authorised electronic waste service provider or other relevant waste service provider is to be used to safely recycle these lights. Waste manifest is to be obtained for every load.

Remediation of soils	Decomm	Local	Long term	Possible	Medium negative	Low negative	<ul style="list-style-type: none"> • Soil contamination assessment to be undertaken timeously to identify if there is any contamination. • If contamination above limits, then registration with DFFE required. • Compliance with remediation order to be undertaken. • FFS to remediate, sample and obtain relevant sign off from authorities including TNPA before handing over the site to TNPA. • If no contamination, then site to be levelled and sign off from DFFE and TNPA must be obtained.
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4.1.1.3 Air Quality							
Impact description	Phase	Extent	Duration	Probability	Significance		Mitigation
					Without mitigation	With mitigation	
Release of fugitive emissions during clean out of tanks	Decomm	Regional	Short term	Possible	Low negative	Low negative	<ul style="list-style-type: none"> • Tanks to be cleaned as per FFS TT Tank Cleaning procedure. • Sludge to be placed in lidded waste skip within designated hard surfaced and bunded area for collection by accredited waste service provider. • Preference will be given to recovering the sludge at licensed facility.
Spills during tank cleaning	Decomm	Local	Short term	Possible	Low negative	Low negative	<ul style="list-style-type: none"> • Spill kits available on site. • All employees are trained in spill response and mitigation. • Relevant spill prevention measures to be implemented with each tank cleaning. • Any spills are to be cleaned up immediately to minimise any emissions and health & safety concerns. • Any contaminated spillsorb is to be placed in covered hazardous waste skip for disposal.

Removal of hardsurfacing and bunding exposing soil to the elements.	Decomm	Local	Short term	Possible	Low negative	Low negative	<ul style="list-style-type: none"> Dust-reduction mitigation measures must be put in place, including minimising activities on windy days which will increase the likelihood of dust being generated. Site to ensure that stormwater management plan is implemented prior to rain in order to prevent soil washing into roads, harbour or stormwater drains.
4.1.2 Socio-Economic & Traffic Impacts							
Disturbance to neighbouring businesses due to decommissioning	Decomm	Local	Short term	Probable	Medium negative	Low negative	<ul style="list-style-type: none"> It is unlikely that there will be an increase in traffic to and from the site over and above what was experienced during operation. Tankers and waste contractor vehicles to operate during normal working hours. Decommissioning activities to take place during normal working hours. No decommissioning activities to be undertaken at night. Strive for compliance with the relevant South African National Standards (e.g. SANS 10103) and other noise control legislation.

Access to site to be strictly controlled to prevent unauthorised access	Decomm	Local	Short term	Possible	Low Positive	Low Positive	<ul style="list-style-type: none"> Access to the harbour is strictly controlled by Port Authorities. All visitors to site to sign register at FFS TT site security.
Increase in traffic to the site by large vehicles (e.g. cranes, flat bed trucks)	Decomm	Region	Medium	Probable	Medium negative	Low Negative	<ul style="list-style-type: none"> Traffic Management Plan to be developed and implemented if required. Heavy duty vehicles to only operate during normal working hours. Random checks on drivers of heavy equipment by HSE Officer to be undertaken to ensure they have valid licenses.
Creation of jobs	Decomm	Local	Short term	Possible	Low positive	Low positive	<ul style="list-style-type: none"> Where possible local labour is to be used for decommissioning where feasible, this will positively impact their families.
Implement a relevant emergency response plan for decommissioning	Decomm	Local	Short term	Possible	Medium negative	Low negative	<ul style="list-style-type: none"> Develop and implement relevant emergency response plan (ERP) for decommissioning. Training all staff including contractors on the ERP.
Keep complaints register	Decomm	Local	Short term	Possible	Low negative	Low negative	<ul style="list-style-type: none"> A complaints register must be kept, and all issues raised must be addressed where feasible. CP-4 Communication procedure internal and external to be followed.

4.2. Air Quality Management

Air emissions from decommissioning activities.

Management and Mitigation

- It is unlikely that ambient air will be affected via decommissioning as the product from the tanks is not volatile.
- Care will be taken to prevent spills.
- Dust suppression methods to be used on exposed soils where relevant.

4.3 Surface water

In general, decommissioning activities will involve working with non-flammable product (molasses) in tanks, pipes and other equipment. It is possible that spills may occur, and these will need to be cleaned immediately, limiting the possibility of surface water pollution.

Objective

- To minimise the potential for surface water contamination through use of effective spill prevention measures and appropriate spill training.

Management and Mitigation Measures

To prevent the contamination of surface water FFS TT will ensure the following:

- Spill prevention measures to be implemented when working with residual products in tanks, pipes and related equipment e.g. spill trays.
- All employees must undergo spill training to ensure they are competent for the period of decommissioning.
- Spill kits to be checked regularly to ensure that relevant equipment is always available should it be necessary.

4.4 Health & Safety

Objective

To ensure that employees comply with health & safety requirements during decommissioning.

Management and Mitigation Measures

- All relevant contractors to develop a Health & Safety File for work to be carried out at FFS TT, this file must be approved by FFS TT and TNPA(where required).
- Training of all employees on relevant Health and Safety requirements must be undertaken as required.
- Fire and emergency training must be undertaken to ensure that staff are competent for the period of decommissioning.
- Toolbox talks are to be undertaken regularly on relevant topics e.g. working at heights, lifting equipment, wearing of PPE, care of PPE, etc

5. CONCLUSION

The FFS TT site will be handed over to TNPA in a condition that meets best practice, TNPA lease agreement, DFFE and relevant authorities' requirements.



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THE PRESIDENCY

No. 792

4 August 2005

It is hereby notified that the President has assented to the following Act, which is hereby published for general information:—

No. 12 of 2005: National Ports Act, 2005



AIDS HELPLINE: 0800-123-22 Prevention is the cure

GENERAL EXPLANATORY NOTE:

[} Words in bold type in square brackets indicate omissions from existing enactments.

_____ Words underlined with a solid line indicate insertions in existing enactments.

(English text signed by the President.)
[Assented to 31 July 2005.]

ACT

To provide for the establishment of the National Ports Authority and the Ports Regulator; to provide for the administration of certain ports by the National Ports Authority; and to provide for matters connected therewith.

BE IT ENACTED by the Parliament of the Republic of South Africa, as follows:—

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CHAPTER 1

5

DEFINITIONS AND OBJECTS OF ACT

Definitions

1. (1) In this Act, unless the context indicates otherwise—
- “agreement” includes any form of concession or partnership;
 - “Authority” means, subject to section 3, National Ports Authority Limited, 10 contemplated in section 4;
 - “Board” means the board of directors of the Authority contemplated in Chapter 4;
 - “Companies Act” means the Companies Act, 1973 (Act No. 61 of 1973);
 - “concession” means a concession agreement entered into in terms of section 56;
 - “family member” means a parent, child or spouse of a person, and includes a 15 partner living with that person as if they were married to each other;
 - “Harbour Master” means an employee of the Authority contemplated in section 74(3);
 - “incorporation date” means the date on which the Authority is incorporated as a company in terms of section 4; 20
 - “Legal Succession Act” means the Legal Succession to the South African Transport Services Act, 1989 (Act No. 9 of 1989);
 - “licence” means a licence to provide a port service or operate a port facility, issued in terms of section 57 or deemed to be held in terms of section 65 and “licensed” must be interpreted accordingly; 25
 - “licensed operator” means a person licensed, or deemed to be licensed, to provide a port service or operate a port facility;
 - “Minister” means the Minister of Transport or a duly appointed representative;
 - “National Ports Authority (Pty) Ltd” means the Transnet subsidiary company contemplated in section 3(2); 30
 - “National Ports Authority of South Africa” means the business unit or division of Transnet which immediately prior to the commencement of the Act constituted and was known as the “National Ports Authority of South Africa”;
 - “National Port Consultative Committee” means a committee set up in terms of section 82; 35
 - “navigational aids” means lighthouses, radio navigational aids, buoys, beacons and any other device or system used to assist the safe and efficient navigation of vessels;
 - “off-shore cargo handling facility” means an off-shore facility within or beyond the port limits used for the transfer of cargo from a vessel to the land and vice versa; 40
 - “partnership” includes a public-private partnership and a public-public partnership;
 - “PFMA” means the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - “pilot” means a person licensed in terms of section 77 to provide pilotage services;
 - “port” means any of the ports of Richards Bay, Durban, East London, Ngqura, Port Elizabeth, Mossel Bay, Cape Town, Saldanha Bay, Port Nolloth or a port which has 45 been determined as such in terms of section 10(2);

“Port Consultative Committee” means a committee appointed in terms of section 81;

“port infrastructure” means the basic structure of a port, including breakwaters, seawalls, channels, basins, quay walls, jetties, roads, railways and infrastructure used for the provision of water, lights, power, sewerage and similar services; 5

“port repair facilities” means dry docks, vessel repair facilities within a port and any other facilities which are designated as such by the Authority by publication in the *Gazette*;

“port services” means stevedoring, cargo handling, terminal operations, storage of cargo within a port, tug services, floating crane services, berthing services, fire fighting, security, radio and radar services, waste disposal, vessel repairs and any other services provided within a port which are designated as such by the Authority by notice in the *Gazette*; 10

“port terminal” means terminal infrastructure, cargo-handling equipment, sheds and other land-based structures used for the loading, storage, transshipment and discharging of cargo or the embarkation and disembarkation of passengers; 15

“prescribe” means prescribe by regulation;

“regulation” means any regulations promulgated under this Act;

“Regulator” means the Ports Regulator established by section 29;

“Shareholding Minister” means the Minister of Public Enterprises or a duly appointed representative; 20

“South African Maritime Safety Authority” means the authority established by section 2 of the South African Maritime Safety Authority Act, 1998 (Act No. 5 of 1998);

“terminal infrastructure” means terminal buildings, workshops, substations, surfacing, rail sidings and terminal operations and infrastructure for the provision of water, lights, power, sewerage and similar services within terminal boundaries; 25

“terminal operations” means services provided at a port terminal, consisting of handling cargo, storing cargo, transshipment of cargo and delivering cargo to vessels and services related thereto; 30

“this Act” includes the regulations made by the Minister, the rules made by the Authority, and the directives made by the Regulator;

“Transnet” means Transnet Limited, the company contemplated in section 2 of the Legal Succession Act;

“vessel” means any water navigable craft or structure and includes a seaplane and a non-displacement craft. 35

(2) Nothing contained in this Act must be construed as conferring on the Authority any right of ownership in, or authorising the Authority to provide, services or facilities which are provided in terms of the Telecommunications Act, 1996 (Act No. 103 of 1996).

Objects of Act

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2. The objects of this Act are to—

- (a) promote the development of an effective and productive South African ports industry that is capable of contributing to the economic growth and development of our country;
- (b) establish appropriate institutional arrangements to support the governance of ports; 45
- (c) promote and improve efficiency and performance in the management and operation of ports;

- (d) enhance transparency in the management of ports;
- (e) strengthen the State's capacity to—
 - (i) separate operations from the landlord function within ports;
 - (ii) encourage employee participation, in order to motivate management and workers;
 - (iii) facilitate the development of technology, information systems and managerial expertise through private sector involvement and participation; and
- (f) promote the development of an integrated regional production and distribution system in support of government's policies.

CHAPTER 2

ESTABLISHMENT AND INCORPORATION OF AUTHORITY

Process before establishment of Authority

3. (1) (a) From the date this Act comes into effect until the date determined by the Shareholding Minister in terms of section 27(1), the National Ports Authority of South Africa— 15

- (i) is for all purposes deemed to be the Authority; and
- (ii) must perform the functions of the Authority as if it were the Authority.

(b) For the purposes of paragraph (a) any reference in this Act to the Authority, the Board of the Authority and any functionary of the Authority must be construed as a reference to National Ports Authority of South Africa and the divisional board and any functionary thereof, respectively, unless it is clearly inappropriate. 20

(c) Any appointment to the divisional board or of any functionary of National Ports Authority of South Africa made after the commencement of this Act, must be made in terms of this Act. 25

(2) As soon as this Act takes effect the Shareholding Minister must ensure that the necessary steps are taken for the incorporation of the National Ports Authority of South Africa as a company contemplated in subsection (3).

(3) The Registrar of Companies must—

- (a) register the memorandum and articles of association and incorporate National Ports Authority of South Africa under the name "National Ports Authority (Pty) Ltd" with Transnet as the sole member and shareholder; 30
- (b) issue to that entity the necessary documents to enable it to conduct business as a corporate entity.

(4) (a) On the date determined by the Shareholding Minister in terms of section 27(1), all assets, liabilities, rights and obligations of Transnet in respect of National Ports Authority of South Africa vest in National Ports Authority (Pty) Ltd. 35

(b) From the date contemplated in paragraph (a) until the date on which the Authority becomes the successor to National Ports Authority (Pty) Ltd as contemplated in section 4, National Ports Authority (Pty) Ltd— 40

- (i) is for all purposes deemed to be the Authority; and
- (ii) must perform the functions of the Authority as if it were the Authority.

(c) For the purposes of paragraph (b) any reference in this Act to the Authority, the Board of the Authority and any functionary of the Authority must be construed as a reference to National Ports Authority of South Africa (Pty) Ltd and the board and any functionary of that company, respectively, unless it is clearly inappropriate. 45

Act No. 12,2005

NATIONAL PORTS ACT, 2005

(d) Any appointment to the board or of any functionary of National Ports Authority (Pty) Ltd must be made in terms of this Act.

Conversion of Authority

4. (1) Notwithstanding sections 32, 66, 190 and 344(d) of the Companies Act, on a date after the incorporation of National Ports Authority (Pty) Ltd, and with the concurrence of the Minister, the Shareholding Minister may take the necessary steps to convert the company into a public company, styled "National Ports Authority Limited", vested with the authority to own, manage, control and administer ports within the Republic. 5

(2) Where National Ports Authority (Pty) Ltd is converted as contemplated in subsection (1), the State's rights as a shareholder of the Authority are to be exercised by the Shareholding Minister and, where required by this Act, with the concurrence of the Minister. 10

Authority's memorandum and articles of association

5. (1) The memorandum and articles of association of the Authority must be drawn up in such a manner that the contents thereof are consistent with this Act. 15

(2) In the event of any conflict between a provision of the memorandum or articles of association on the one hand, and a provision of this Act on the other hand—

- (a) the provision of this Act prevails; and
- (b) the provision of the memorandum or articles of association only has legal effect if this Act is amended so as to remove the conflict. 20

Non-application of provision of Companies Act

6. A provision of the Companies Act does not apply to the Authority if—

- (a) any special or contrary arrangement is provided for in this Act; or
- (b) the Minister of Trade and Industry has issued a declaration under section 7. 25

Certain provisions of Companies Act may be declared inapplicable to Authority

7. (1)(a) The Shareholding Minister may request the Minister of Trade and Industry to declare any provision of the Companies Act to be inapplicable to the Authority. 35

(b) The request must be fully motivated by the Authority.

(2)(a) The Registrar of Companies must publish particulars about the request and the motivation contemplated in subsection (1), by notice in the *Gazette*. 30

(b) In such notice, the Registrar must invite interested persons to submit representations to a person named in the notice within the period stipulated in that notice.

(3)(a) After having considered the representations contemplated in subsection (2), if any, the Minister of Trade and Industry may, by notice in the *Gazette*, declare the whole or any part of the provision concerned to be inapplicable to the Authority with effect from the date stipulated in that notice. 35

(b) The Minister of Trade and Industry may only issue the declaration if satisfied on reasonable grounds that the inapplicability of that provision to the Authority — 40

- (i) will contribute to the Authority's efficiency;
- (ii) will not reduce or limit the Authority's accountability as a public institution or reduce the transparency of its functioning and operations; and

- (iii) will not be prejudicial to the rights, interests or claims of the Authority's creditors or employees or to the rights or interests of any other person.

Authority's financial year

8. The Authority's financial year runs from 1 April in any year to 31 March in the following year, both days included.

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Judicial management and liquidation

9. Despite any other law, the Authority may not be placed under judicial management or liquidation, except if authorised by an Act of Parliament enacted specifically for that purpose.

CHAPTER 3

10

PORTS UNDER JURISDICTION OF AUTHORITY AND FUNCTIONS OF AUTHORITY

Ports under jurisdiction of Authority

10. (1) All ports fall under the jurisdiction of the Authority.

(2) The Minister may by notice in the *Gazette* determine ports in addition to the ports contemplated in subsection (1) which fall under the jurisdiction of the Authority.

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(3) The Minister may, after consultation with the Authority, review, vary or extend the boundaries of ports and must consult with the municipality concerned if such review, variation or extension affects the municipal boundaries.

(4) When exercising the powers referred to in subsections (2) and (3), the Minister must—

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- (a) follow an open and transparent process, which must include a viability study and a strategic environmental impact assessment; and
- (b) obtain Cabinet approval.

Functions of Authority

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11. (1) The main function of the Authority is to own, manage, control and administer ports to ensure their efficient and economic functioning, and in doing so the Authority must—

- (a) plan, provide, maintain and improve port infrastructure;
- (b) prepare and periodically update a port development framework plan for each port, which must reflect the Authority's policy for port development and land use within such port;
- (c) control land use within ports, and has the power to lease land under such conditions as the Authority may determine;
- (d) provide or arrange for road and rail access within ports;
- (e) arrange for services such as water, light, power and sewerage and telecommunications within ports;
- (f) maintain the sustainability of the ports and their surroundings;
- (g) regulate and control—
 - (i) navigation within port limits and the approaches to ports;

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- (ii) the entry of vessels into ports, and their stay, movements or operations in and departures from ports;
 - (iii) the loading, unloading and storage of cargo and the embarkation and disembarkation of passengers;
 - (iv) the development of ports; 5
 - (v) off-shore cargo-handling facilities, including navigation in the vicinity of such facilities;
 - (vi) pollution and the protection of the environment within the port limits;
 - (vii) the enhancement of safety and security within the port limits;
 - (h) ensure that adequate, affordable and efficient port services and facilities are provided; 10
 - (i) exercise licensing and controlling functions in respect of port services and port facilities;
 - (j) ensure that any person who is required to render any port services and port facilities is able to provide those services and facilities efficiently; 15
 - (k) promote efficiency, reliability and economy on the part of the licensed operators in accordance with recognised international standards and public demand;
 - (l) promote the achievement of equality by measures designed to advance persons or categories of persons historically disadvantaged by unfair discrimination in the operation of facilities in the ports environment; 20
 - (m) prescribe the limits within which and the levels to which dredging may be carried out in the ports and the approaches thereto;
 - (n) provide or arrange for tugs, pilot boats and other facilities and services for the navigation and berthing of vessels in the ports; 25
 - (o) provide, control and maintain vessel traffic services;
 - (p) promote the use, improvement and development of ports;
 - (q) advise on all matters relating to the port sector, port services and port facilities:
 - (r) promote greater representivity, in particular to increase the participation in terminal port operations of historically disadvantaged persons; 30
 - (s) exercise the licensing of the erection and operation of off-shore cargo-handling facilities and services relating thereto;
 - (t) discharge or facilitate the discharge of international obligations relevant to ports; 35
 - (u) facilitate the performance of any function of any organ of state in a port;
 - (v) promote research and development in the spheres of port services and facilities.
- (2) The Authority may—
- (a) undertake any other activities within a port that encourage and facilitate the development of trade and commerce for the economic benefit and interest of the national economy; 40
 - (b) collaborate with educational institutions for the promotion of technical education regarding port services and facilities;
 - (c) provide any service, including a port service or the operation of a port facility, which is required for the safe, efficient and orderly operation or management of a port; 45
 - (d) **perform** such other functions as may be necessary in order to achieve the objects of this Act;
 - (e) encourage and facilitate private and public sector investments and participation in the provision of port services and facilities; 50
 - (f) enter into agreements in terms of this Act.

(3) The Authority may enter into any agreement with any other statutory body or organ of state in order to co-ordinate and harmonise the performance of functions similar or related to those of the Authority.

(4) The Authority as an operator of last resort must do everything reasonably necessary for the effective and economic management, planning, control and operation of ports. 5

(5) The Authority must—

(a) annually report to the Minister, and for that purpose section 44 applies with the necessary changes; and

(b) submit a copy of that report to the Shareholding Minister. 10

Aims of Authority

12. The Authority must, in all its activities, aim to—

(a) conduct business in a manner designed to achieve the objects of this Act and which does not jeopardise the national interest; 15

(b) remain financially autonomous;

(c) enable the port users to access the port system in the most efficient way possible;

(d) satisfy all reasonable demands for port services and facilities;

(e) co-ordinate the general activities of the ports;

(f) ensure that orderly, efficient and reliable port services, including safe and secure cargo-storage and cargo-handling facilities, are provided to port users; 20

(g) promote the development and expansion of port services and facilities elsewhere in the world in collaboration with other countries and international organisations in a manner consistent with the objectives of this Act;

(h) promote and undertake the necessary measures to enhance safety and security of life and property in ports; 25

(i) integrate biophysical, social and economic issues in all forms of decision-making with regard to port development and operations.

Co-operative governance

13. (1) To give effect to the principles of co-operative governance and inter-governmental relations contemplated in Chapter 3 of the Constitution, all organs of state as defined in section 239 thereof must co-operate with one another in order to— 30

(a) ensure the effective management of all ports;

(b) ensure the effective oversight of ports; and

(c) co-ordinate the performance and minimise the duplication of functions. 35

(2) The Authority must conclude a memorandum of understanding with the relevant organs of state to give effect to the co-operation contemplated in subsection (1).

(3) The Minister must, by notice in the *Gazette*, publish any co-operative memorandum of understanding concluded in terms of subsection (2).

CHAPTER 4

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BOARD, STAFF AND ASSETS OF AUTHORITY

Composition of Board

14. (1) Subject to subsection (7), the Board consists of a minimum of seven and a maximum of 13 members, appointed by the Shareholding Minister after consultation with the Minister. 45

(2) The members of the Board must have special knowledge or experience that would be of value to the Authority in the performance of its functions, in such fields as—

- (a) management of ports;
 - (b) international trade;
 - (c) corporate management;
 - (d) maritime transport;
 - (e) commerce, finance and legal and economic matters; 5
 - (f) transport and logistics, ships agency, clearing and forwarding.
- (3) The Shareholding Minister must appoint one member of the Board as the chairperson.
- (4) The Board must elect a deputy chairperson from among its members.
- (5) Members of the Board may not represent particular interests of a certain group, but must promote the harmonious development and improvement of the ports to the benefit of all users and the economy. 10
- (6) In selecting persons for appointment to the Board, cognisance must be taken to the objects of this Act and the functions of the Authority.
- (7) The board of National Ports Authority (Pty) Ltd, as it existed immediately prior to the date on which the Authority becomes the successor to National Ports Authority (Pty) Ltd, constitutes the first Board of the Authority and must be deemed to have been appointed in terms of this Act. 15

Nomination and appointment of members of Board

15. (1) (a) The Shareholding Minister must call for nominations through the national media. 20
- (b) Subject to sections 14 and 17, the Shareholding Minister must appoint a member of the Board from among the persons nominated.
- (2) (a) Whenever a position on the Board becomes vacant, the Shareholding Minister may appoint any person to serve for the unexpired period of the term of office of the previous member irrespective of when the vacancy occurs. 25
- (b) The person contemplated in paragraph (a) must preferably have special knowledge and experience, contemplated in section 14(2).

Functions of Board

16. (1) The Board represents the Authority and all actions performed by the Board in terms of this Act and within its authority are deemed to be actions of the Authority. 30
- (2) The Board—
- (a) approves the strategic and business plans of the Authority, including budgets, pricing mechanisms policy and financing arrangements;
 - (b) institutes the necessary control measures to ensure that the Authority is managed and operated in accordance with sound business principles; 35
 - (c) approves port reform measures, including concession agreements contemplated in section 56;
 - (d) ensures that small and medium-sized enterprises owned by historically disadvantaged groups have an equitable opportunity to participate in the operations of facilities in the ports environment; 40
 - (e) appoints and enters into a performance contract with the chief executive officer of the Authority;
 - (f) sets criteria and policy for the effective execution of the Authority's regulatory and control functions; 45
 - (g) evaluates the overall policy for the development, improvement and extension of ports;
 - (h) approves the sale, acquisition and long-term lease of property in ports;
 - (i) approves the long-term lease of land;
 - (j) maintains sound relations with the State and other industry stakeholders; 50
 - (k) approves contracts for major works and purchases subject to section 54 of the PFMA;

- (l) approves the appointment of senior executive employees of the Authority; and
 - (m) gives effect to the Government's national commercial ports policy.
- (3) Nothing in subsection (1) precludes the Board from performing any function reasonably necessary for the effective and economic management, planning, operation and control of ports and which is not in conflict with this Act. 5
- (4) Under no circumstances should land within ports owned by the Authority be sold.

Persons disqualified from membership of Board

17. A person may not be appointed or remain a member of the Board if such a person—
- (a) is not a citizen of South Africa; 10
 - (b) is an unrehabilitated insolvent;
 - (c) has been declared by a court to be mentally ill;
 - (d) has been convicted of an offence, whether in the Republic or elsewhere, committed after the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), took effect, and sentenced to imprisonment without the option of a fine; 15
 - (e) has been convicted—
 - (i) whether in the Republic or elsewhere, of theft, fraud, forgery, perjury or any other offence involving dishonesty; or
 - (ii) has been convicted of an offence under this Act; 20
 - (f) has any financial interest in the business of any port;
 - (g) is otherwise disqualified from serving as director in terms of the Companies Act.

Terms of office of members of Board

18. (1) The chairperson and the other members of the Board hold office for a period determined by the Shareholding Minister, but not exceeding three years. 25
- (2) (a) The chairperson may be reappointed for further periods not exceeding three years each.
- (b) The other members of the Board may be reappointed to ensure continuity, but may not serve for more than six consecutive years. 30
- (3) The Shareholding Minister must remove a member of the Board from office—
- (a) for failing to perform his or her functions diligently;
 - (b) for failing to comply with section 19(1), (2) or (3);
 - (c) for being absent without good reason from three consecutive meetings of the Board without the permission of the chairperson; or 35
 - (d) for misconduct.
- (4) A member of the Board may resign by giving one month's written notice to the Shareholding Minister.
- (5) A member of the Board is appointed on such terms and conditions and is entitled to such remuneration as the Shareholding Minister may, with the concurrence of the Minister of Finance, stipulate in that member's letter of appointment. 40
- (6) The Shareholding Minister may extend the terms of office of members of the Board upon the expiry of their terms of office for such period as may be necessary, not exceeding three months, to finalise the appointment of a new board.

Disclosure of interest by members of Board 45

19. (1) A member of the Board must, upon appointment, submit to the Shareholding Minister and the Board a written statement in which it is declared whether or not that member has any direct or indirect financial interest which could reasonably be expected to compromise the Board in the performance of its functions.
- (2) A member of the Board may not be present at, or take part in, the discussion of or the taking of a decision on any matter before the Board in which that member or his or her family member, business partner or associate has a direct or indirect financial interest. 50

(3) If any member of the Board acquires an interest that could reasonably be expected to be an interest contemplated in this section, he ~~or~~ she must immediately in writing declare that fact to the Shareholding Minister and the Board.

(4) If an organisation or enterprise in which a member of the Board has an interest contemplated in section (2) is requested to offer its services to the Authority, the organisation or enterprise must immediately, in writing, declare the member's interest to the Shareholding Minister and the Board. 5

Meetings of Board

20. (1) (a) The first meeting of the Board must be held at a time and place determined by the Shareholding Minister and thereafter Board meetings must be held at such times and places as the Board may determine. 10

(b) The Board must meet at least once every three months.

(2) The chairperson—

(a) may convene a special meeting of the Board; and

(b) must convene a special meeting of the Board within 14 days of the receipt of a written request to convene such a meeting signed by not less than one quarter of the members of the Board. 15

(3) Whenever the chairperson is not available, the deputy chairperson exercises the powers of the chairperson, subject to such directions as the chairperson may give.

(4) A quorum for any meeting of the Board is a majority of all members of the Board. 20

(5) All decisions of the majority of the members of the Board present at a meeting are binding on the Board and the Authority.

(6) In the case of an equality of votes at any meeting of the Board, the chairperson has a casting vote in addition to a deliberative vote.

Delegation and assignment of functions by Board

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21. (1) The Board may, by a resolution passed by 75 per cent of its members—

(a) delegate any of its powers and assign any of its duties conferred or imposed by ~~or~~ under this Act and the memorandum and articles of association of the Authority, to any member of the Board, the chief executive officer or any employee of the Authority; and 30

(b) amend or revoke such delegation or assignment.

(2) Notwithstanding a delegation or assignment under subsection (1), the Board is not divested of any power or duty so delegated or assigned.

(3) (a) Any delegation or assignment contemplated in subsection (1)—

(i) may be made subject to such conditions as the Board may determine; 35

(ii) may include the power to subdelegate or reassign subject to the conditions contemplated in subparagraph (i);

(iii) must be communicated to the delegatee or assignee in writing.

(b) The written communication contemplated in paragraph (a)(iii) must contain full particulars of the matters being delegated or assigned and of the conditions subject to which the power may be exercised or the duty must be performed. 40

Appointment of chief executive officer

22. (1) The Board must, with the approval of the Shareholding Minister, appoint a chief executive officer within three months of the incorporation date, or such longer period as the Shareholding Minister may determine. 45

(2) The Board must invite applications for the post of chief executive officer by publishing an advertisement in the media.

(3) A person appointed as chief executive officer must—

(a) have qualifications or experience relevant to the functions of the Authority;

(b) have extensive knowledge of port affairs; and 50

(c) not be disqualified as contemplated in section 17(a) to (f).

(4) The appointment of the chief executive officer is subject to the conclusion of a performance contract with the Authority.

(5) A chief executive officer—

(a) is appointed for the period specified in his or her letter of appointment; and 5

(b) may be reappointed.

(6) The person who fulfils the function of the chief executive officer of National Ports Authority (Pty) Ltd immediately prior to the incorporation date serves as the chief executive officer until the Board appoints a chief executive officer in terms of this section. 10

Functions of chief executive officer

23. (1) The chief executive officer is responsible for—

(a) the execution of the policy and directives of the Board;

(b) the implementation of the Authority's functions;

(c) the organisation, control and management of the day-to-day business of the Authority; and 15

(d) ensuring that the Authority achieves its goals.

(2) The chief executive officer may in writing delegate any of his or her powers or assign any of his or her duties to a senior employee of the Authority, but must advise the Board from time to time of any such delegation or assignment. 20

Vacating of and removal from office of chief executive officer

24. (1) The Board must, subject to applicable labour legislation, remove the chief executive officer from office—

(a) for misconduct;

(b) for failing to perform the duties connected with that office diligently; 25

(c) if the chief executive officer becomes subject to any disqualification contemplated in section 17(a) to (f).

(2) (a) The chief executive officer may resign on two months' written notice to the Board.

(b) If the Board is not sitting at the time of such resignation, the notice may be handed to the chairperson of the Board and must be regarded as having been received by the Board on the date on which it is handed to the chairperson. 30

Acting chief executive officer

25. (1) The Board may in writing appoint any senior employee of the Authority to act as chief executive officer when the holder of that office— 35

(a) is temporarily unable to perform the duties connected with that office; or

(b) has vacated or been removed from that office and a new chief executive officer has not yet been appointed.

(2) The chief executive officer may in writing appoint any senior employee of the Authority to act as chief executive officer for any period that the chief executive officer is absent from the Republic. 40

(3) An acting chief executive officer may exercise all the powers and must perform all the duties of the chief executive officer.

Appointment and transfer of staff of Authority

26. (1) The chief executive officer may appoint such persons as he or she deems fit for the proper discharge of the functions of the Authority. 45

(2) All persons who immediately prior to the date on which National Ports Authority (Pty) Ltd is incorporated, were in the employ of National Ports Authority of South Africa are deemed to have been transferred to the service of National Ports Authority (Pty) Ltd

on that date without any interruption in their service, on terms and benefits no less favourable than those enjoyed by them immediately prior to their transfer.

(3) All persons who immediately prior to the date determined in terms of section 27(1) were in the employ of National Ports Authority (Pty) Ltd are deemed to have been transferred to the service of the Authority on that date without any interruption in their service, on terms and benefits no less favourable than those enjoyed by them immediately prior to their transfer. 5

(4) For the purpose of the application of the Income Tax Act, 1962 (Act No. 58 of 1962), to the transfer of employees contemplated in subsections (2) and (3), it is deemed that the Authority, National Ports Authority (Pty) Ltd and National Ports Authority of South Africa are the same employer. 10

Transfer of ports, land and other rights and obligations

27. (1) (a) On a date after the commencement of this Act, determined by the Shareholding Minister by notice in the *Gazette*, National Ports Authority (Pty) Ltd becomes the successor to National Ports Authority of South Africa. 15

(b) The date contemplated in paragraph (a) must be determined after consultation with the Minister and with the concurrence of the Minister of Finance.

(2) On the date determined in terms of subsection (1), Transnet must transfer to National Ports Authority (Pty) Ltd the business of the National Ports Authority of South Africa and— 20

(a) all land and immovable property relating to the business of National Ports Authority of South Africa and owned by Transnet will vest in the National Ports Authority (Pty) Ltd; and

(b) all movable property and all liabilities, rights and obligations of Transnet relating to the National Ports Authority of South Africa as determined by the Shareholding Minister will vest in National Ports Authority (Pty) Ltd. 25

(3) Upon the vesting contemplated in subsection (2), the Board of National Ports Authority (Pty) Ltd must inform the National Treasury in the manner contemplated in section 54(2) of the PFMA.

(4) On the date contemplated in subsection (1) and arising out of the vesting in terms of subsection (2), and without derogating from the generality of that subsection, National Ports Authority (Pty) Ltd— 30

(a) becomes the owner of all land and immovable property situated within ports;

(b) becomes the owner of all lighthouses and other navigational aids;

(c) is substituted as the litigating party for Transnet in all pending litigation relating to the business of the National Ports Authority, including arbitration and mediation, as if it had been the litigant from the beginning; and 35

(d) is substituted as the contracting party for Transnet in all contracts relating to the business of the National Ports Authority as if the Authority had been the contracting party from the beginning. 40

(5) Subsections (2) and (4) are not to be interpreted as conferring on National Ports Authority (Pty) Ltd a right of ownership in—

(a) movable or immovable property which, before the date determined in terms of subsection (1), was vested in a person other than Transnet Limited or any of its Divisions; 45

(b) telecommunication facilities or petroleum pipelines of Transnet Limited or any of its Divisions.

(6) Despite section 5 of the State Land Disposal Act, 1961 (Act No. 48 of 1961), and the provisions of the Deeds Registries Act, 1937 (Act No. 47 of 1937), a registrar of deeds referred to in section 102 of the latter Act must, on submission of a certificate by the Shareholding Minister that land has vested under this section, make such entries and endorsements free of charge as the registrar considers necessary in any appropriate register in order to register the transfer of such land in the name of the Authority. 5

(7) A registrar of deeds must, on submission of a certificate by the Shareholding Minister that a servitude, other real right or lease has vested under this section, make such entries and endorsements as the registrar considers necessary in or on any appropriate register in order to register such vesting in the name of the Authority. 10

(8) (a) Despite any provision in any other law to the contrary, and with the concurrence of the Minister of Finance, Transnet, National Ports Authority (Pty) Ltd and the Authority are exempt from—

- (i) any tax, value-added tax, capital gains tax, stamp duties, transfer duties or registration fees payable in terms of any law in relation to the transfer of assets or rights; 15
- (ii) any fee or charge required in terms of the Companies Act; and
- (iii) any fee or charge required in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937).

(b) The exemption referred to in paragraph (a) applies to the processes contemplated in sections 3, 4 and 27. 20

State guarantees

28. Subject to section 66 of the PFMA, the Authority may borrow money or issue a guarantee, indemnity or security, or enter into any other transaction contemplated in that section. 25

CHAPTER 5

PORTS REGULATOR

Establishment of Regulator

29. There is hereby established an independent ports regulatory body, vested with legal personality, to be known as the Ports Regulator. 30

Functions of Regulator

30. (1) The main functions of the Regulator are to—

- (a) exercise economic regulation of the ports system in line with government's strategic objectives;
- (b) promote equity of access to ports and to facilities and services provided in ports; 35
- (c) monitor the activities of the Authority to ensure that it performs its functions in accordance with this Act.

(2) The Regulator must—

- (a) hear appeals and complaints contemplated in sections 46 and 47, respectively, and investigate complaints contemplated in section 48; 40
- (b) negotiate and conclude an agreement with the Competition Commission established by section 19 of the Competition Act, 1998 (Act No. 89 of 1998), to co-ordinate and harmonise the exercise of jurisdiction over competition matters, and to ensure consistent application of the principles of this Act; 45
- (c) advise and receive advice from any other regulatory authority;
- (d) consider proposed tariffs of the Authority, contemplated in section 72, in the prescribed manner;

- (e) promote regulated competition;
- (f) regulate the provision of adequate, affordable and efficient port services and facilities.

(3) The Regulator may, with the concurrence of the Minister, and by notice in the *Gazette*, issue directives not in conflict with this Act for matters relating to the proper performance of the functions of the Regulator, including — 5

- (a) forms to be used when complaints or appeals are submitted to the Regulator;
- (b) time periods within which complaints or appeals must be submitted;
- (c) information to be supplied when a complaint or appeal is submitted;
- (d) filing fees for the lodging of complaints or appeals with the Regulator; 10
- (e) access by the Regulator to confidential information of the Authority;
- (f) manner and form of participation in proceedings of the Regulator;
- (g) procedures regarding the running of the business of the Regulator;
- (h) the filing of prices charged by the provider of any port service other than the Authority. 15

(4) The Regulator may enter into an agreement with any other statutory body in order to co-ordinate and harmonise the performance of functions similar or related to those of the Regulator.

(5) Whenever necessary or required by the Minister, the Regulator must report to the Minister on any matter relating to the application or purposes of this Act. 20

(6) The Regulator must, as soon as practicable after 31 March of each year but not later than 30 June of each year, submit to the Minister a report giving particulars regarding the activities of the Regulator during the year which ended on the first-mentioned date.

(7) The Minister must table in Parliament any report— 25

- (a) contemplated in subsection (5), if such report deals with a substantial matter relating to the application or purposes of this Act; and
- (b) contemplated in subsection (6).

(8) Any report referred to in subsection (7) must be tabled—

- (a) within 10 business days after receiving the report from the Regulator; or 30
- (b) if Parliament is not then sitting, within 10 business days after the commencement of the next session.

Nomination and appointment of members of Regulator

31. (1) (a) The Regulator consists of a chairperson and a minimum of six and a maximum of 12 other members appointed by the Minister for a period of up to five years at a time. 35

(b) The members of the Regulator may be re-appointed.

(2) The Minister must call for nominations of members to the Regulator in the national media and appoint the members from the persons so nominated.

(3) Notwithstanding subsection (2), the Minister may appoint persons other than those nominated. 40

(4) The members of the Regulator must, when viewed collectively, comprise sufficient persons with suitable qualifications or experience in economics, the law, commerce, ports, the shipping industry and public affairs.

(5) Each member of the Regulator must— 45

- (a) be a citizen of the Republic, who is ordinarily resident therein;
- (b) be committed to the purposes and principles enunciated in this Act; and
- (c) be available to fulfil his or her role as a member.

(6) A person may not be a member of the Regulator if that person—

- (a) is an unrehabilitated insolvent; 50
- (b) is subject to an order of a competent court holding that person to be mentally unfit or disordered;

- (c) has been convicted of an offence committed after the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), took effect, and sentenced to imprisonment without the option of a fine; 55

- (d) has been convicted, whether in the Republic or elsewhere, of theft, fraud, forgery, perjury or any other offence involving dishonesty;
- (e) has been convicted of an offence under this Act; or
- (f) has any financial interest in the business of any port.

(7) A member of the Regulator who is not an officer in the public service must be paid such allowance for his or her services as the Minister with the concurrence of the Minister of Finance may determine. 5

(8) The Minister may extend the terms of office of members of the Regulator upon the expiry of their terms of office for such period as may be necessary, not exceeding three months, to finalise the appointment of a new board. 10

Disclosure of interests and certain prohibitions

32. (1) A member of the Regulator must, upon appointment, submit to the Minister a written statement in which it is declared whether or not that member has any direct or indirect interest which could compromise the Regulator in the performance of its duties.

(2) A member of the Regulator may not— 15

- (a) engage in any activity that may undermine the integrity of the Regulator;
- (b) participate in any investigation, hearing or decision of the Regulator concerning a matter in respect of which that person or a family member or a business partner or associate of that member has a direct financial interest or any other personal interest; or 20
- (c) make private use of, or profit from, any confidential information obtained as a result of performing official functions within the Regulator.

Vacation of office of members of Regulator

33. (1) The Minister must remove a member of the Regulator from office—

- (a) for being absent without good reason from three consecutive meetings of the Regulator without the permission of the chairperson; 25
- (b) for failing to perform his or her functions diligently;
- (c) for ceasing or failing to comply with any requirement referred to in sections 31(5) or 32(1) or (2); or
- (d) for misconduct. 30

(2) A member of the Regulator may resign by giving one month's written notice to the Minister.

(3) If a member of the Regulator for any reason ceases to hold office, the Minister may appoint another person in his or her stead for the remainder of the term of office of the member. 35

Appointment of Regulator's chief executive officer

34. (1) (a) The Minister must, after advertising in the media and after consultation with the Regulator, appoint a person as chief executive officer of the Regulator.

(b) Sections 31(5) and (6) and 32(1) and (2) apply to the chief executive officer with the changes required by the context. 40

(2) Subject to the directions of the Regulator, the chief executive officer is responsible for—

- (a) the management of the day-to-day affairs of the Regulator;
- (b) the administrative control over the resources of the Regulator and members of staff appointed in terms of section 37. 45

(3) The chief executive officer is ex officio a member of the Regulator.

Vacating of and removal from office of Regulator's chief executive officer

35. (1) The Regulator must, after consultation with the Minister, remove the chief executive officer from office —

- (a) for misconduct;
- (b) for failing to perform the duties connected with that office diligently; 5
- (c) if the chief executive officer ceases or fails to comply with any requirement referred to in section 31(5) or 32(1) or (2).

(2) (a) The chief executive officer may resign on two months' written notice to the Regulator.

(b) If the Regulator is not sitting at the time of such resignation, the notice may be handed to the chairperson of the Regulator and must be regarded as having been received by the Regulator on the date on which it is handed to the chairperson. 10

Regulator's acting chief executive officer

36. (1) The Minister may in writing appoint any senior employee of the Regulator to act as chief executive officer when the holder of that office — 15

- (a) is temporarily unable to perform the duties connected with that office for any reason whatsoever; or
- (b) has vacated or been removed from that office and a new chief executive officer has not yet been appointed.

(2) An acting chief executive officer may exercise all the powers and must perform all the duties of the chief executive officer. 20

Secretariat of Regulator

37. (1) The chief executive officer must —

- (a) on such conditions as the Regulator, with the approval of the Minister, may determine, appoint such employees as may be required to perform the work connected with the functions of the Regulator; and 25
- (b) pay its employees such remuneration, allowances, subsidies and other benefits as the Regulator may determine in accordance with a remuneration structure approved by the Minister with the concurrence of the Minister of Finance.

(2) A member of the secretariat of the Regulator may not — 30

- (a) engage in any activity that may undermine the integrity of the Regulator or the Authority;
- (b) participate in any investigation, hearing or decision of the Regulator or of the Authority concerning a matter in respect of which that person or a family member of that member has a direct financial interest or any other personal interest; 35
- (c) make private use of, or profit from, any confidential information obtained as a result of performing official functions within the Regulator.

Services of non-employees

38. (1) The Regulator may, with the approval of the Minister, in the performance of its functions in terms of this Act, for specific projects — 40

- (a) enter into contracts for the services of persons having technical or specialised knowledge of any matter relating to the work of the Regulator; and
- (b) determine the remuneration, including reimbursement for traveling, subsistence and other expenses of such persons. 45

(2) Section 37(2) applies to a person appointed under subsection (1) with the changes required by the context.

Meetings of Regulator

39. (1) The Regulator must meet as often as may be required for the proper performance of its functions. 50

(2) The Minister must designate a member of the Regulator as the chairperson.

(3) In the absence of the chairperson from a meeting of the Regulator, the members present at that meeting must elect one of their number to preside at that meeting.

(4) The chairperson must, upon a written request of at least two members, convene a special meeting to be held as soon as possible but not later than one week after the date of receipt of such request. 5

(5) The quorum for any meeting of the Regulator is a simple majority of its members.

(6) The chairperson must determine the procedure to be followed at meetings.

(7) The meetings of the Regulator are open to the public.

Minutes of meetings

10

40. (1) The Regulator must cause minutes of its meetings to be kept and copies of the minutes to be circulated to its members and the Minister.

(2) The minutes, when signed by the chairperson, are in the absence of proof of any error—

(a) regarded as a true and correct record of the proceedings; 15

(b) evidence of those proceedings before a court of law, any tribunal or a commission of inquiry.

Decisions of Regulator

41. (1) Any decision of the Regulator must—

(a) be taken within a procedurally fair process in which the affected persons have the opportunity to submit their views; 20

(b) be in writing;

(c) include reasons for the decision.

(2) The decision of the majority of members present at a meeting constitutes a decision of the Regulator. 25

(3) In the event of an equality of votes on any matter, the chairperson has a casting vote in addition to his or her deliberative vote.

(4) Any person directly affected by a decision of the Regulator must be furnished with a copy of the decision and the reasons therefor.

Funding of Regulator

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42. (1) The funds of the Regulator consist of—

(a) money appropriated by Parliament;

(b) interest on investments;

(c) fees charged for the filing of complaints or appeals with the Regulator.

(2) The Regulator must utilise its funds to defray expenses in connection with the performance of its functions in terms of this Act. 35

Accounting and accountability

43. (1) The Regulator must exercise its fiscal, accounting and reporting duties in accordance with the provisions of the **PFMA**.

(2) The Regulator's chief executive officer is the accounting officer of the Regulator and must— 40

(a) open an account in the name of the Regulator with a financial institution and deposit therein all moneys received in terms of section 42(1);

(b) cause proper records to be kept of all financial transactions, assets and liabilities of the Regulator; 45

(c) as soon as possible after the end of each financial year, cause to be prepared a statement of the income and expenditure of the Regulator for that financial year and a balance sheet of its assets and liabilities as at the end of that financial year.

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(3) The records, statement and balance sheet referred to in subsection (2) must be audited by the Auditor-General.

(4) The financial year of the Regulator ends on 31 March in each year.

(5) The Regulator must in each financial year, at a time determined by the Minister, submit a statement of its estimated income and expenditure for the following financial year to the Minister for his or her approval, granted with the concurrence of the Minister of Finance. 5

Annual report

44. The annual report contemplated in section 30(6) must include—

- (a) an audited balance sheet and statement of income and expenditure; 10
- (b) a report on the audit contemplated in section 43(3);
- (c) an account of the execution of the business plan of the Regulator;
- (d) the business plan and statement of the Regulator's estimated income and expenditure for the following financial year;
- (e) the envisaged strategies of the Regulator; 15
- (f) such matters as the Regulator may wish to report on;
- (g) such other information as the Minister may require.

Delegation of powers

45. (1) The Regulator may by resolution and with the approval of the Minister delegate in writing any power vested in it by this Act to the chief executive officer or any member of the Regulator. 20

(2) A delegation under subsection (1) does not prevent the Regulator from exercising the power itself.

(3) The Regulator may by resolution, and the Minister may by written notice to the Regulator, at any time amend or cancel a delegation made under subsection (1). 25

Appeals

46. (1) Any port user or licensed operator whose rights are adversely affected by a decision of the Authority may appeal against that decision to the Regulator in the manner directed under section 30(3).

- (2) After considering the appeal the Regulator must — 30
- (a) confirm, set aside or vary the decision; or
 - (b) substitute the decision of the Authority for its own.

Complaint against Authority

47. (1) Any complaint against the Authority must be lodged with the Regulator in the manner directed under section 30(3). 35

(2) A complaint against the Authority may be based on any ground provided for by the Regulator by direction under section 30(3) or on the ground that—

- (a) access to ports and port facilities are not provided in a non-discriminatory, fair and transparent manner;
- (b) small and medium-sized enterprises owned by historically disadvantaged groups do not have an equitable opportunity to participate in the operation of facilities in the ports environment; 40
- (c) Transnet is treated more favourably and that it derives an unfair advantage over other transport companies.

Investigation of complaint 45

48. (1) The Regulator may investigate any complaint against the Authority and must conclude the investigation as speedily as possible.

(2) A complaint against the Authority must be conducted in the manner directed under section 30(3).

Hearings before Regulator

49. (1) The Regulator may conduct a hearing into any matter referred to it, but must conduct a hearing in respect of a matter referred to it in terms of section 46. 5

(2) Hearings before the Regulator must be conducted in the manner directed under section 30(3).

Right to participate in hearing

50. The following persons may participate in a hearing in person or through a representative and may put questions to witnesses and inspect any book, document or item presented at the hearing: 10

- (a) Any person appointed by the Regulator;
- (b) the complainant;
- (c) the Authority;
- (d) any other person who has a material interest in the hearing, unless the presiding member of the Regulator rules that another participant adequately represents that interest. 15

Taking of evidence at hearing

51. (1) The Regulator may, by direction under section 30(3), determine the rules of procedure for the taking of evidence before the Regulator. 20

(2) A person questioned by the Regulator must answer each question truthfully and to the best of that person's knowledge, but a person is not obliged to answer any question if the answer is self-incriminating.

(3) No self-incriminating answer given or statement made during the course of a hearing of the Regulator is admissible as evidence in criminal proceedings against the person concerned, except in criminal proceedings in which that person is tried for an offence relating to— 25

- (a) the administering or taking of an oath or the administering or making of an affirmation;
- (b) the giving of false evidence; 30
- (c) the making of a false statement; or
- (d) a failure to answer lawful questions fully or satisfactorily.

Rules of procedure

52. Subject to such rules of procedure as the Regulator may make, the member of the Regulator presiding at a hearing may determine any matter of procedure for that hearing, with due regard to the circumstances of the case. 35

Interim relief

53. The Regulator may, if so requested by a person who lodged a complaint with the Regulator, make such interim order as it may deem necessary in the circumstances.

Orders of Regulator 40

54. (1) In addition to its other powers in terms of this Act, the Regulator may—

- (a) make an appropriate order in relation to any complaint, including—
 - (i) interdicting any conduct or action;
 - (ii) declaring the whole or any part of an agreement to be void;
- (b) condone any breach of its rules and procedures on good cause shown. 45

(2) (a) The Regulator may at any time adjourn a hearing for a reasonable period of time, if there is need to do so.

(b) If the Regulator adjourns a hearing in terms of paragraph (a) it may, on application, make such interim order as it deems fit.

Winding up and dissolution of Regulator

55. (1) The Minister may by notice in the *Gazette* determine the date on which the Regulator will cease to operate.

(2) Upon the winding-up of the Regulator's activities, the Minister must—

- (a) subject to applicable labour laws, determine the future of the Regulator's employees; and **5**
- (b) with the concurrence of the Minister of Finance, determine how the Regulator's assets and liabilities must be dealt with.

CHAPTER 6

**PROVISION OF PORT SERVICES AND PORT FACILITIES
AND USE OF LAND** **10**

Agreements in port operations and services

56. (1) The Authority may enter into an agreement with any person in terms of which that person, for the period and in accordance with the terms and conditions of the agreement, is authorised to— **15**

- (a) design, construct, rehabilitate, develop, finance, maintain or operate a port terminal or port facility, or provide services relating thereto;
- (b) provide any other service within a port designated by the Authority for this purpose;
- (c) perform any function necessary or ancillary to the matters referred to in paragraphs (a) and (b); or **20**
- (d) perform any combination of the functions referred to in paragraphs (a), (b) and (c). **20**

(2) An agreement concluded in terms of this section must provide for the Authority to monitor and annually review performance with regard to the operation of the terminal or facility and the provision of the relevant services in terms of a performance standard specified in the agreement. **25**

(3) The services authorised under the agreement contemplated in subsection (1) may include stevedoring on board a vessel.

(4) Notwithstanding any other provision of this Act, the Authority may enter into agreements in terms of which it contracts out any service which the Authority is required to provide in terms of this Act. **30**

(5) An agreement contemplated in subsection (1) or (4) may only be entered into by the Authority in accordance with a procedure that is fair, equitable, transparent, competitive and cost-effective. **35**

Licence regarding port services and facilities

57. (1) Unless an agreement contemplated in section 56 has been concluded, no person other than the Authority may provide a port service or operate a port facility otherwise than in terms of a licence issued under this section.

(2) Any person may, subject to the provisions of this Act, apply to the Authority for a licence. **40**

(3) Any application for a licence must be lodged in the prescribed manner and in accordance with an invitation issued by the Authority by notice in the *Gazette*.

(4) The Authority must, in an invitation contemplated in subsection (3), specify—

- (a) the kind of service in respect of which applications are invited; **45**
- (b) the form in which applications must be submitted, including any fee payable upon submission of an application;
- (c) the manner in which it is contemplated that the service must be provided;
- (d) the place where and times when any application form or relevant document may be obtained from the Authority; and **50**
- (e) the period within which such applications must be lodged.

(5) The Authority may require an applicant for a licence, at the applicant's expense, to furnish the Authority, within the period specified by it, with such further information as may be necessary in order to consider the application.

(6) Within six weeks after receiving an application in accordance with subsection (2), the Authority must— 5

- (a) issue a licence subject to specified terms and conditions; or
- (b) refuse to issue a licence and give written reasons for such refusal.

(7) (a) The Authority may exempt a person from having to obtain a licence in terms of this Act if—

- (i) an agreement contemplated in section 11(3) has been concluded; and 10
- (ii) the Authority is satisfied that the activities of the person concerned are, for purposes of this Act, sufficiently regulated by the other statutory body or organ of state contemplated in that section.

(b) An exemption contemplated in paragraph (a) may be made subject to such conditions, authorised by this Act, as the Authority may deem fit. 15

Conditions of licence

58. (1) A licence issued under section 57 must set out—

- (a) the duration of the licence;
- (b) the types of services or facilities to be provided by the licensed operator;
- (c) the annual licence fee payable by the licensed operator; 20
- (d) the duties and obligations of the licensed operator in respect of the services or facilities provided by it; and
- (e) such other terms and conditions as may be necessary.

(2) The terms and conditions of a licence may—

- (a) control and restrict, directly or indirectly, the creation, holding or disposal of shares in the licensed operator or its shareholders or interests in the undertaking of the licensed operator; 25
- (b) restrict the carrying on by the licensed operator of any trade or business which is not related to the activity authorised in the licence;
- (c) provide for the modification of the licence; 30
- (d) provide for the determination of performance standards; and
- (e) provide for the control and, if necessary, the reasonable fixing of prices to be charged by a licensed operator.

Restriction on transfer of licence

59. (1) A licence may not be transferred to any third party without the prior written consent of the Authority. 35

(2) Any transfer of a licence in contravention of subsection (1) is of no force or effect.

Suspension or cancellation of licence

60. (1) Subject to this section, the Authority may cancel or for a reasonable period suspend a licence, if— 40

- (a) the licensed operator contravenes or breaches any condition of its licence, any provision of this Act or the regulations, or any directive issued by the Authority in terms of this Act;
- (b) the licensed operator is sequestered, liquidated or placed under judicial management; 45
- (c) the licensed operator has made any assignment to, or composition with, its creditors; or
- (d) the safety of vessels and persons within ports or the national security of the Republic so requires.

(2) The Authority may direct a licensed operator to take specified measures to remedy any contravention or breach contemplated in subsection (1) (a). 50

(3) Prior to acting under subsection (1) or (2), the Authority must give written notice to the licensed operator—

- (a) indicating the intention to cancel or suspend the licence or the intention to issue a direction;
- (b) setting out the reasons why it is considering cancelling or suspending the licence or issuing the direction; and 5
- (c) affording the licensed operator a reasonable opportunity to make representations as to why the licence should not be cancelled or suspended or the direction should not be issued.

(4) Where a licence is cancelled or suspended under subsection (1), the Authority may, if it considers that such cancellation or suspension would materially affect the movement of cargo or passengers in a port— 10

- (a) provide the port service or operate the port facility;
- (b) engage any employee of the licensed operator, or any third party, to carry out functions as directed by the Authority; and 15
- (c) recover any expenses from the licensed operator concerned.

Directives affecting licensed operators and other persons

61. (1) The Authority may give directives with respect to standards of performance and procedures to be observed by licensed operators—

- (a) to ensure the reliability of the supply of port services and facilities; or 20
- (b) in the interest of public safety or the environment.

(2) Before issuing a directive under subsection (1), the Authority must give written notice to the affected licensed operator—

- (a) indicating the intention to issue the directive;
- (b) setting out the reasons why it is considering issuing the directive; and 25
- (c) affording the operator a reasonable opportunity to make representations as to why the directive should not be issued.

Duties of licensed operators

62. (1) A licensed operator must—

- (a) provide the port services and operate the port facilities specified in its licence; 30
- (b) comply with this Act and any other law;
- (c) meet the performance standards specified in its licence; and
- (d) provide reliable, efficient and economical port services and facilities to port users in accordance with the conditions of the licence granted to it.

(2) Every licensed operator must— 35

- (a) within three months after the end of each financial year, submit to the Authority a report of its licensed operations during that financial year, including—
 - (i) the quality and level of its service in the financial year under review; 40
 - (ii) its compliance with the terms and conditions of its licence, this Act and the regulations;
 - (iii) steps taken to eliminate anti-competitive and discriminatory practices;
 - (iv) its audited annual financial statements; 45
 - (v) the quality and level of performance with regard to such environmental criteria and social responsibility requirements as may be set by the Authority or required by other national legislation; and
- (b) from time to time, and where applicable, submit to the Authority— 50
 - (i) such statistical information relating to its licensed operations as may reasonably be required by the Authority;

- (ii) its cargo forecast over the period and in the form determined by the Authority; and
- (iii) future development plans relating to any service or facility which it is obliged to provide under the conditions of its licence.

(3) The Authority may require a licensed operator, at the operator's cost, to submit such additional information as may be necessary to explain or amplify any report or information submitted by the licensed operator in terms of subsection (2). 5

(4) Any information required by the Authority in terms of subsection (3) must be lodged by the licensed operator within the period and in the manner determined by the Authority. 10

(5) A licensed operator must, within 24 hours of its occurrence or discovery, inform the Authority of—

- (a) any change in the control of the licensed operator;
- (b) any industrial dispute between the licensed operator and its employees;
- (c) any industrial accident or disaster involving any employee or agent of the licensed operator; 15
- (d) any occurrence of fire within its premises within the port;
- (e) any theft or pilferage within its premises or any theft or pilferage involving any cargo in its possession or control;
- (f) any proceedings or claim instituted or made against the licensed operator which could materially affect its ability to perform any obligation or to comply with any term or condition of its licence; and 20
- (g) any spillage or pollution that may have an impact on the environment.

Routine inspections

63. (1) In order to determine whether licence conditions are being complied with, any person duly authorised by the Authority in writing may, during office hours, enter any premises occupied by a licensed operator to inspect any activity, process, building or facility therein. 25

(2) A person contemplated in subsection (1) may, when conducting an inspection, require the licensed operator to produce any book, record, statement or other document relating to matters dealt with in this Act for inspection, or for the purpose of obtaining copies thereof or extracts therefrom. 30

Special powers in emergency

64. (1) The Shareholding Minister may, with the concurrence of the Minister, on the occurrence of any event which gives rise to an emergency which creates a real and imminent threat to the national interest of the Republic or public safety, authorise the Authority, for as long as such threat exists, to— 35

- (a) suspend the licence of a licensed operator, take temporary possession (either itself or through an authorised agent) of any port facility or undertaking relating to a port service of such licensed operator and operate it in such a manner as it deems fit; or 40
- (b) withdraw either partially or totally the use of any port service or facility from any person or class of persons or from the public in general.

(2) Where the Authority takes possession of any port facility or undertaking under subsection (1) (a), adequate compensation must be paid, in the amount agreed between the Authority and the affected licensed operator, and failing agreement, in the amount determined by the Shareholding Minister, whose decision is binding upon the parties. 45

Operations existing on commencement of Act

65. (1) Any person who provided a port service or operated a port facility immediately prior to the date on which this Chapter came into force, is deemed to hold a licence for the provision of such port service or the operation of such port facility, but such person must apply for a licence in terms of section 57 within six months of the date determined by the Shareholding Minister by notice in the *Gazette*. 50

(2) A person contemplated in subsection (1) is deemed to hold a licence until the Authority has decided on its licence application.

(3) A person contemplated in subsection (1) must be issued a licence in terms of section 57 to provide the port service or operate the port facility contemplated in that subsection, if the Authority is reasonably satisfied that such person is capable of complying with the terms and conditions of the licence. 5

(4) (a) Subsection (1) does not apply to a person who, immediately before the date on which this Chapter came into effect, provided a stevedoring service.

(b) Any permission or authorisation to provide a stevedoring service granted before this Chapter came into effect lapses at the end of the period for which the permission or authorisation was granted. 10

(5) Transnet is, in respect of port services or port facilities provided or operated by the South African Port Operations Division of Transnet or Spoornet, a division of Transnet, immediately prior to the commencement of this Chapter deemed to be the holder of a licence to provide port services or to operate port facilities, but must apply for such licence within six months of the date determined by the Shareholding Minister by notice in the *Gazette*. 15

(6) The deeming contemplated in subsection (5) remains valid until the Authority has decided on the licence application or until such time as a third party is authorised to provide such services or operate such facilities in terms of an agreement or licence concluded or issued under this Chapter. 20

(7) Any licence issued to Transnet pursuant to an application contemplated in subsection (6) is subject to the condition that such licence will terminate in the event that a third party is authorised to provide the relevant services or operate the relevant facilities in terms of an agreement or licence concluded or issued under this Chapter. 25

Off-shore cargo-handling facilities

66. (1) No person may erect or operate an off-shore cargo-handling facility otherwise than in terms of a licence issued by the Authority under this section.

(2)(a) Any lease agreement covering off-shore cargo handling facilities in the Republic which existed on the date of commencement of this section is deemed to be a licence issued in terms of this Act for the duration of such lease agreement. 30

(b) Any such agreement remains valid for the duration of the term thereof.

(3) Sections 56 to 65 apply with the changes required by the context to the erection or operation of an off-shore cargo-handling facility.

Restructuring and reform of ports

35

67. (1) If, in any area within a port—

(a) it is necessary to change the use to which immovable property may be put in order to improve the safety, security, efficiency and effectiveness of the operations of the port, the Authority may in writing addressed to the lessee and every lawful occupier of such property, direct that the use be altered to a new use; 40

(b) the terms of a long-term lease which existed immediately before this section took effect are substantially prejudicial to the operation of a port, including terms providing for unreasonable low rentals or containing no restrictions on sub-letting or no provision confining the use of the property to a use relating to the relevant port, the Authority may in writing addressed to the lessee direct that the applicable terms be renegotiated in order to remove the prejudice; or 45

- (c) persons from historically disadvantaged groups are excluded from taking part in the economic activities of the port in terms of long-term leases which existed immediately before this section took effect, the Authority may in writing addressed to the lessee direct that any such lease be renegotiated in order to ensure equitable access to the economic activities in the area in question. 5
- (2)(a) A directive issued under subsection (1) (a) may stipulate that any lease that is inconsistent with the new use shall be invalid from a date stipulated in the notice.
- (b) Before issuing a directive under subsection (1) (a), the Authority must in writing give the lessee and every lawful occupier of the property concerned— 10
- (i) reasonable notice of the proposed change in use;
 - (ii) full reasons for the proposed change in use; and
 - (iii) a reasonable opportunity to make representations on the proposed change in use.
- (3) (a) In the event of a directive being issued under subsection (1) (b) or (c), the Authority and the lessee must endeavour to negotiate the terms of a new lease in relation to the immovable property. 15
- (b) If the Authority and the lessee are unable to reach an agreement as to the new terms of the lease in question, the Authority may, by written notice addressed to the lessee, declare the relevant lease to be invalid as from a date specified in the notice. 20
- (4) If the application of this section results in an expropriation of property, section 25 of the Constitution applies.

CHAPTER 7

DEVELOPMENT, ENVIRONMENT AND CLOSURE OF PORTS

Planning, construction, development and maintenance of ports 25

68. (1) The Authority must—
- (a) facilitate the building and exploitation of the infrastructure of ports;
 - (b) regulate and control development within ports, in accordance with approved port development framework plans; and
 - (c) ensure that the infrastructure of ports is managed and maintained in a manner which ensures efficient, safe and orderly port operations. 30
- (2) The Authority may enter into agreements for the planning, construction, development and maintenance of port infrastructure.

Protection of environment

69. (1) The Authority must in the performance of its functions ensure that a fair and reasonable balance is achieved between the protection of the environment and the establishment, development and maintenance of ports. 35
- (2) (a) The Authority must ensure that sustainable and transparent port planning processes are undertaken when formulating any port development framework. 40
- (b) When undertaking any port planning process, the Authority must ensure that stakeholders are consulted and that all relevant biophysical and economic aspects are taken into account.

Closure of port

70. (1) Subject to subsection (2), the Authority may only close a port which is non-viable and after Cabinet has issued a written directive authorising the closure of such port. 45
- (2) The Cabinet directive contemplated in subsection (1) may only be issued following Cabinet's consideration of a report compiled by a committee appointed by the Minister to conduct an inquiry into the impact of the contemplated port closure.

(3) The Cabinet may, based on the findings of the enquiry contemplated in subsection (2), direct the Authority —

- (a) to refrain from closing the port;
- (b) to delay the closure of the port for a specific period; or
- (c) to amend its proposed course of action in a specified manner.

5

CHAPTER 8

COMMERCIAL ASPECTS

Commercial functions of Authority

71. Notwithstanding any provisions of this Act, from the date that the Authority becomes the successor to the National Ports Authority (Pty) Ltd as contemplated in section 4(1), the funds and assets of the Authority may only be used for the performance of the Authority's functions and activities relating thereto, including the maintenance of port infrastructure and the management and development of ports. 10

Authority's tariff book

72. (1) (a) The Authority must, with the approval of the Ports Regulator, determine tariffs for services and facilities offered by the Authority and annually publish a tariff book containing those tariffs. 15

(b) The Authority may, with the approval of the Ports Regulator, amend the tariff book whenever it is necessary to do so.

(2) The Authority must, prior to any substantial alteration of a tariff, consult with the National Port Consultative Committee. 20

(3) Subject to section 9 of the Competition Act, 1998 (Act No. 89 of 1998), the tariffs contemplated in subsection (1) may vary between ports.

(4) Notwithstanding the provisions of this section, the Authority may enter into an agreement with a licensed operator or a party to an agreement or a port user for the variation of any tariff contemplated in subsection (1). 25

Fees payable to Authority

73. (1) The Authority may charge fees, in accordance with a tariff determined in terms of section 72, for—

(a) the provision of port and other services, including — 30

(i) vessel traffic service charges;

(ii) pilotage dues for the provision of pilotage;

(iii) light dues for the provision of navigational aids along the coast of the Republic and within ports;

(iv) towage dues for the provision of tug services; 35

(v) berthing charges for the use of berthing facilities and services; and

(vi) port and ship security;

(b) the provision and maintenance of port infrastructure, port terminals and port facilities, including —

(i) land rentals; 40

(ii) port dues for the provision and maintenance of entrance channels, breakwaters, basins, navigational aids and maintenance dredging inside port limits;

(iii) cargo dues for the provision and maintenance of port infrastructure; and 45

(iv) berth dues for vessels occupying quays or repair quays while not engaging in the loading or unloading of cargo;

(c) granting concessions and licences; and

(d) any other services provided by the Authority in the performance of its functions. 50

(2) The Authority may also, in relation to off-shore cargo-handling facilities, charge fees as contemplated in subsection (1).

(3) The Authority may on good cause shown, remit or waive the whole or any part of any fee payable to the Authority.

(4) The Authority may require any person to furnish such security as it deems fit for the payment of any fee payable to the Authority. 5

(5) The fees contemplated in subsection (1) (a) and (b) become due to the Authority and payable without demand when the services have been rendered and facilities have been provided,

(6) If any request for the rendering of services or the provision of facilities is withdrawn or cancelled, without prior notice of withdrawal or cancellation having been given timeously to the Authority, the fees contemplated in subsection (1) (a) and (b) remain due and payable as if the services or facilities had been rendered or provided. 10

(7) The fees and charges levied by National Ports Authority of South Africa immediately before the commencement of this section continue to be valid as if determined by the Authority under this section until rescinded, varied or withdrawn by the Authority in terms of this Act. 15

CHAPTER 9

SAFETY ASPECTS

Safety of navigation and shipping in ports 20

74. (1) Subject to the provisions of this Act, the Authority must, for the purpose of ensuring safety of navigation and shipping in ports—

- (a) control marine and other traffic in each port;
- (b) control the entry, stay, movement and operations of vessels in ports, and the departures of vessels from ports; 25
- (c) regulate the loading, unloading and storage of cargo and the embarkation and disembarkation of passengers in ports;
- (d) provide or procure pilotage services, license pilots and regulate the safe provision of pilotage services by licensed pilots;
- (e) provide or procure tug services, license tug service providers and regulate the safe provision of tug services by licensed tug service providers; 30
- (f) provide, operate and maintain adequate and efficient lighthouses and other navigational aids within the port limits and at such other places as the Authority may determine;
- (g) undertake dredging and maintain channels at the depths published by the Authority; and 35
- (h) remove or cause to be removed any obstruction or object from the waters of the ports that may pose a danger to shipping or navigation.

(2) The Authority may—

- (a) order that a vessel which has been arrested or attached by order of court or another relevant authority be moved to another place within the port and, if necessary, move such vessel to that place; 40
- (b) search for, raise, remove or destroy any sunken, stranded or abandoned vessel or wreck within the port limits, and recover the costs incurred in connection with such searching, raising, removal or destruction from the owner of the vessel or any other person who had the beneficial use of the vessel at the time it sank, became stranded or was abandoned; 45

- (c) search for and remove any wreck or obstruction which may endanger the safety of any vessel entering or leaving the port, and recover the costs ~~of~~ such search and removal from the owner of the wreck or obstruction, or from any person responsible for the presence of such wreck or obstruction;
- (d) give notice to the owner or other person legally responsible for the upkeep of any vessel within port limits, calling upon such owner or person to remove or otherwise dispose of such vessel, or part thereof, which is not seaworthy, or is likely to become an obstruction, wreck or derelict or a threat to the environment or public safety, and recover from that owner or person all costs incurred for the removal or disposal should the owner or person fail to comply with such notice within the time specified therein; and
- (e) after written demand for any costs contemplated in this subsection, and on non-payment thereof, institute an admiralty action in terms ~~of~~ section 3 of the Admiralty Jurisdiction Regulation Act, 1983 (Act No. 105 of 1983), to recover the costs.
- (3) (a) The Harbour Master is, in respect ~~of~~ the port for which he or she is appointed, the final authority in respect of all matters relating to pilotage, navigation, navigational aids, dredging and all other matters relating to the movement of vessels within port limits.
- (b) For purposes of paragraph (a), the Harbour Master may give such written or verbal instructions as may reasonably be necessary for—
- (i) promoting or securing conditions conducive to the ease, convenience or safety of navigation in the port;
 - (ii) regulating the movement or mooring and unmooring ~~of~~ a vessel in the port;
 - (iii) controlling the manner in which cargo, fuel, water or ship's stores are taken on, discharged or handled;
 - (iv) regulating the removal or disposal of any residues and mixtures containing oil or noxious liquid substances, sewage and garbage from vessels in a port and requiring any such matter to be deposited in reception facilities in the port;
 - (v) the detention of a vessel reasonably suspected of causing oil pollution and ensuring that the total cost ~~of~~ the pollution clean-up operation is recovered, or acceptable guarantees are provided, prior to the vessel being given permission to leave the port;
 - (vi) carrying into effect the provisions of this Act.
- (4) The Harbour Master must take such steps as may reasonably be necessary to bring an instruction issued under subsection (3) to the notice of any person likely to be affected by it.

Pilotage

75. (1) Subject to subsection (2), a pilot must navigate every vessel entering, leaving or moving in a port.
- (2) Pilotage is not compulsory in respect of any vessel or class of vessels that have been exempted from pilotage by the Authority in writing.
- (3) The pilot's function is to navigate a vessel in the port, to direct its movements and to determine and control the movements ~~of~~ the tugs assisting the vessel under pilotage.
- (4) The pilot must determine the number of tugs required for pilotage with the concurrence of the master of the vessel.

(5) In the event of a disagreement between the pilot and the master of the vessel regarding the number of tugs to be used as contemplated in subsection(4), the Harbour Master takes the final decision.

(6) The master of the vessel must at all times remain in command of the vessel and neither the master nor any person under the master's command may, while the vessel is under pilotage, in any way interfere with the navigation or movement of the vessel or prevent the pilot from carrying out his or her duties, except in an emergency, where the master may intervene to preserve the safety of the vessel, cargo or crew and take whatever action he or she considers reasonably necessary to avert the danger. 5

(7) Where the master of the vessel intervenes as contemplated in subsection(6), he or she must immediately inform the pilot of the vessel and, after having restored the situation, must permit the pilot to proceed with the execution of his or her duties. 10

(8) The master of the vessel must ensure that the officers and crew are at their posts, that a proper lookout is kept and that the pilot is given all assistance necessary in the execution of his or her duties. 15

Liability of pilot

76. (1) Neither the Authority nor the pilot is liable for loss or damage caused by anything done or omitted by the pilot in good faith whilst performing his or her functions in terms of this Act.

(2) Notwithstanding any other provision of this Act, the pilot is deemed to be the servant of the owner or master of the vessel under pilotage and such owner or master is liable for the acts or omissions of the pilot. 20

Certification and licensing of pilot

77. (1) No person may perform the functions of a pilot in a port without having been duly certificated by the South African Maritime Safety Authority and licensed by the Authority to do so. 25

(2) The Minister may prescribe requirements for the licensing of pilots.

(3) The South African Maritime Safety Authority may recommend to the Minister the minimum qualifications required for any person to be licensed as a pilot, including the content and nature of examinations, if any, to be undertaken. 30

(4) The South African Maritime Safety Authority must consult with the Authority regarding the content of the minimum qualifications referred to in subsection(2), before any recommendation is made.

Lighthouses and other navigational aids

78. (1) The Authority must operate and maintain lighthouses and other navigational aids under its control in terms of standards determined by the South African Maritime Safety Authority in order to assist the navigation of vessels within port limits and along the coast of the Republic. 35

(2) The Authority may not cease operating any lighthouse or navigational aid under its control, irrespective of whether such lighthouse or aid is replaced by a new lighthouse or aid on the same or adjacent location, or reduce the service provided by any lighthouse or aid in any manner, without the consent of the South African Maritime Safety Authority and having consulted the Port Consultative Committee of the port closest to the lighthouse or aid. 40

(3) Subject to subsection(2), the Authority may erect new lighthouses or install other navigational aids on locations and in the manner which the Authority may think fit, or improve or extend the service provided by existing lighthouses and other navigational aids. 45

(4) The Port Consultative Committee of the port closest to a lighthouse or navigational aid may make recommendations to the Authority with regard to the improvement or extension of the service provided by such lighthouse or aid.

(5) The Authority may remove any light or device which may confuse a vessel if the owner of the property on which the light or device is used or the person having charge of such light or device fails to extinguish or effectively screen the light or remove the device within seven days of notice to do so having been served on him or her, and may recover the expenses for the removal from that owner or person. 5

CHAPTER 10

MINISTERIAL DIRECTIONS AND PORT REGULATIONS 10

Ministerial direction

79. (1) The Minister may, in writing, direct the Authority to perform a specified act within the Authority's power or not to perform a specified act, if such direction is necessary —

- (a) to safeguard the national security of the Republic; 15
- (b) to promote the national, strategic or economic interests of the Republic; or
- (c) to discharge an international obligation of the Republic.

(2) The Minister must consult with the Authority and the Shareholding Minister prior to giving a direction under subsection (1).

(3) The Authority must take all necessary steps to give effect to a direction issued under subsection (1). 20

(4) (a) The Minister may, out of monies appropriated by Parliament for that purpose, compensate the Authority for any loss suffered by the Authority as a result of the obligation to perform or not perform an act contemplated in subsection (1).

(b) In addition, should the performance of such an act not be in the commercial interests of the Authority, the financing of such activity is the responsibility of the State. 25

Port regulations

80. (1) The Minister may, by notice in the *Gazette*, make regulations in respect of—

- (a) a framework for the economic participation and empowerment of historically disadvantaged groups in port operations; 30
- (b) fitness standards for the safe use of the infrastructure and equipment in the provision of any port facility or port service;
- (c) rules of procedure for Port Consultative Committees;
- (d) port limits;
- (e) transitional matters in order to ensure a smooth transition from National Ports Authority of South Africa to National Ports Authority (Pty) Ltd, and from that company to the Authority; 35
- (f) a framework for economic participation in port operations and services by public entities, private entities and public-private partnerships;
- (g) any other matter which it is necessary or expedient to prescribe for the proper implementation or administration of this Act. 40

(2) The Authority may, with the approval of the Minister, by notice in the *Gazette*, make rules for the control and management of ports and the approaches thereto and for the maintenance of safety, security and good order in ports, in particular regarding —

- (a) the manner in which control of a port must be exercised and the grounds on which access to a port may be refused;
 - (b) orderly vessel traffic, including the prevention and removal of any obstruction or impediment to navigation within the port limits;
 - (c) the use of navigational aids, lights and signals to be used in ports and steps to be taken to avoid collision by vessels navigating in the ports; 5
 - (d) the supervision, regulation and control of all activities conducted in or on the waters of the ports;
 - (e) the licensing of activities carried out in the ports and at off-shore cargo-handling facilities; 10
 - (f) the declaration and definition of wharves on which cargo will be landed and from which cargo will be shipped in vessels;
 - (g) the protection of the environment within ports, the cleaning of land and waters of the ports and the prevention of oil, filth, rubbish or any other matter from being thrown into the sea, including the discharge of ballast water; 15
 - (h) the maintenance by the Authority of security within ports;
 - (i) places of refuge for vessels;
 - (j) the information which has to be supplied by the masters, owners, agents and other persons in respect of vessels arriving and departing and the time and manner in which this information is to be supplied; 20
 - (k) the information which has to be supplied by the masters, owners, agents and other persons in respect of cargo loaded or discharged in the ports, and the time and manner in which such information is to be supplied;
 - (l) the prohibition of embarkation and disembarkation of persons at places other than those determined by the Authority for this purpose; 25
 - (m) the prohibition of the loading, handling or discharging of dangerous cargoes at wharves where such loading, handling or discharging appears especially dangerous to the public;
 - (n) the limits within which, and the levels to which, dredging may be carried out in ports and approaches thereto; 30
 - (o) the information which has to be furnished to the Authority by port users in relation to their activities within ports;
 - (p) the establishment, construction, maintenance and operation of off-shore cargo handling facilities;
 - (q) road and rail traffic within ports subject to the Railway Safety Regulator Act, 2002 (Act No. 16 of 2002); 35
 - (r) any other matter for which it is necessary or expedient to make rules so that the Authority is able to perform its functions effectively and efficiently.
- (3) The Authority may prescribe rules in respect of each port, setting out the hours of the port's operation and the relationship between concessionaires or contractors contemplated in section 56, on the one hand, and licensees on the other. 40
- (4) The regulations and rules contemplated in this section may create offences and the Minister may stipulate a penalty of a fine or of imprisonment for a period not exceeding six months or both a fine and such imprisonment.

CHAPTER 11

45

GENERAL

Port Consultative Committee

81. (1) The Minister must appoint a Port Consultative Committee for each port, consisting of the Harbour Master of the relevant port and—

- (a) two persons representing the Authority; 50
- (b) three persons representing the local port users;

Act No. 12, 2005**NATIONAL PORTS ACT, 2005**

- (c) two persons representing the local and provincial governments, respectively, of the area in which the port is situated;
- (d) two persons representing organised labour;
- (e) one person representing the South African Maritime Safety Authority.
- (2) The function of the Port Consultative Committee is, with regard to any matter concerning a port— 5
 - (a) to provide a forum for the exchange of views between the Authority and other interested parties; and
 - (b) to advise the Minister.
- (3) The Authority must consult the Port Consultative Committee regarding— 10
 - (a) any major scheme relating to the expansion or development of a particular port;
 - (b) any other matter on which the Minister or the Shareholding Minister may require the Authority to consult the Committee.

National Port Consultative Committee15

- 82.** (1) The Minister must appoint a National Port Consultative Committee consisting of at least—
- (a) one representative from each Port Consultative Committee;
 - (b) four representatives of national government departments;
 - (c) a representative of the National Port Users Forum; 20
 - (d) a representative of organised labour; and
 - (e) a representative of the Authority.
- (2) The functions of the National Consultative Committee are—
- (a) to advise the Minister on national commercial ports policy matters;
 - (b) to advise the Minister on measures that need to be taken to improve the regulatory framework governing management and operations of ports; 25
 - (c) to consider any proposed substantial alteration to the Authority's tariffs; and
 - (d) to consider any other matter that the Minister or the Shareholding Minister may require the Committee to consider.
- (3) The Minister must appoint an official of the Department of Transport as chairperson of the National Port Consultative Committee. 30

Port access

83. Subject to this Act, a port must be freely accessible to any person who conducts lawful business in it.

Co-operation with authorities35

84. The Authority must co-operate with immigration, customs, law enforcement and any other authority required to perform any function within a port, and must afford such authority every facility reasonably necessary, subject to such compensation as may be agreed between the Authority and the other authority or, failing an agreement, such compensation as the Minister may determine. 40

Liability of Authority

85. Neither the Authority nor an employee or a representative of the Authority is liable for loss or damage caused by anything done or omitted by the Authority, the employee or the representative in good faith whilst performing any function in terms of this Act.

Confidential information

86. (1) No person may disclose any confidential information concerning the affairs of the Authority or any other person obtained—

- (a) in carrying out any function in terms of this Act; or
- (b) as a result of initiating a complaint or participating in any proceedings in terms of this Act. 5

(2) Subsection (1) does not apply to information disclosed for the purposes of—

- (a) the proper administration or enforcement of this Act; or
- (b) the administration of justice.

Offences

10

87. (1) A person is guilty of an offence if he or she—

- (a) wilfully or negligently endangers the safety of navigation, persons or property in a port;
- (b) having been directed or summonsed under section 51 to appear before the Regulator, without sufficient cause— 15
 - (i) refuses so to appear;
 - (ii) refuses to be sworn in or to make an affirmation after being directed to do so;
 - (iii) refuses to answer, or fails to answer to the best of his or her knowledge, any question put; or 20
 - (iv) refuses to comply with a requirement to produce a book, document or item specified in the directive summons;
- (c) without lawful authority, interferes with a pilot while a vessel is under pilotage;
- (d) contravenes section 59(1), 66(1) or 86(1); 25
- (e) hinders or obstructs a person acting under section 48 or 63(1);
- (f) fails to comply with a requirement contemplated in section 63(2); or
- (g) fails to comply with an instruction of the Harbour Master given under section 74(3).

(2) Any person convicted of an offence in terms of subsection (1) is liable on conviction to a fine or to imprisonment for a period not exceeding five years, or both. 30

Amendment of law

88. (1) Section 1 of the Institution of Legal Proceedings against certain Organs of State Act, 2002 (Act No. 40 of 2002), is hereby amended by the deletion in subsection (1) of the word “and” at the end of paragraph (e) of the definition of “organ of state” and by the substitution for paragraph (f) of that definition, of the following paragraphs: 35

“(f) National Ports Authority Limited, contemplated in section 4 of the National Ports Act, 2005, and any entity deemed to be the National Ports Authority in terms of section 3 of that Act;

(g) any person for whose debt an organ of state contemplated in paragraphs (a) to [(e)]~~(f)~~ is liable;”. 40

Repeal of law, and saving

89. (1) The Legal Succession Act is hereby repealed in so far as it relates to any provision for the management and operation of the ports referred to in this Act.

(2) (a) Despite subsection (1), the port regulations made under section 21 of the Legal Succession Act and which were in force immediately prior to the commencement of this Act remain in force in so far as they are not inconsistent with this Act, until amended or repealed under this Act. 45

(b) Any reference in such regulations to “harbour” must be interpreted to mean “port”. 50

Short title and commencement

90. This Act is called the National Ports Act, 2005, and comes into effect on a date determined by the President by proclamation in the *Gazette*.

FORM OF PREFERRED BIDDER GUARANTEE

[To be submitted on the letterhead of the issuing institution]

By: [insert name of issuer of the Preferred Bidder Guarantee_____]

In favour of: Transnet National Ports Authority.

Terms with initial capital letters, unless otherwise defined herein, have the meanings given to them in the RFP.

WHEREAS Transnet National Ports Authority ("TNPA"), a division of Transnet SOC Limited has issued a Request for Proposals ("RFP") in respect of the 25 (twenty-five) year concession for the Development, Design, Financing, Construction, Operation, and Maintenance, and Transfer a Liquid Bulk Terminal for the purpose of entering into, *inter alia*, the Terminal Operator Agreement with TNPA;

AND WHEREAS pursuant to the RFP, TNPA has selected *[insert the names of each Member of the Preferred Bidder consortium, or the name of the Preferred Bidder]* ("Preferred Bidder") as a Preferred Bidder in the RFP process for which it submitted a Bid Response;

AND WHEREAS TNPA requires the Bidder to provide and on demand guarantee in favour of TNPA in the amount of Five Million Rand (R5 000 000) ("Guarantee Amount") to secure certain undertakings or obligations of the Bidder as the Preferred Bidder under the RFP;

AND WHEREAS we, [insert name of guarantor institution] ("Bank / [Insurer (substitute throughout if applicable)]") have agreed to issue this guarantee to secure such undertakings **and obligations of the Preferred Bidder ("Preferred Bidder Guarantee")**.

NOW THEREFORE

1. the Bank, duly represented by _____ being duly authorised to sign this Preferred Bidder Guarantee, hereby irrevocably and unconditionally guarantees and as a primary obligation undertakes to pay TNPA without objection or argument amounts not exceeding in aggregate the Guarantee Amount, such payment(s) to be made by the Bank upon first written demand by TNPA being received **at the Bank's counter, situated at [●], attention [●], declaring that the Preferred Bidder has:**
2. breached any law relating to the Procurement Programme or is disqualified from the Procurement Programme as a result of its actions or omissions;

- 2.1. failed to extend the term of guarantee after agreeing to the TNPA's request to extend the expiry date of the Preferred Bidder Guarantee: and or
- 2.2. failed to sign the Terminal Operator Agreement within the time period agreed;
- 2.3. revoked, repudiated or withdrawn its Bid Response.
3. More than one demand may be made under this Preferred Bidder Guarantee, provided that the aggregate amount payable shall not exceed the Guarantee Amount.
4. Payment of the amounts so demanded will be made without set-off or deduction to TNPA's bank account. or to other accounts as TNPA may notify the Bank in writing.
5. This Preferred Bidder Guarantee shall be valid and effective from the date of its issue until the earlier of (a) the expiry of the Bid Validity Period (as it may be extended in terms of the RFP), and (b) the date on which the Preferred Bidder complies with the requirements of any protocol issued by TNPA.
6. The Preferred Bidder Guarantee shall remain valid during the period described above **notwithstanding the Bidder's insolvency, winding-up**, liquidation, business rescue, dissolution, or deregistration, whether provisionally or finally.
7. Notwithstanding the above provisions, this Preferred Bidder Guarantee shall terminate and be returned to the Bank within fifteen (15) Business Days of payment of an amount or amounts which, in the aggregate, equal the Guarantee Amount, or of expiry of Preferred Bidder Guarantee as set out above.
8. This Preferred Bidder Guarantee shall be governed by the laws of the Republic of South Africa, and the parties hereto consent and submit for the benefit of TNPA to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.

Signature of Representative

Signature of Representative

Date: _____

Date: _____



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Port Operations Performance Standards

Terminal Operator Performance Standards (TOPS)



- What is TOPS
- Key Principle of TOPS
- Aims of TOPS
- TOPS Development Process
- TOPS Consultation
- Methodology
- Scope of Measures for TOPS
- Systematic STAT
- Port Capacity
- Benefits to Stakeholders

What Is TOPS And How Will It Work?

- The TNPA issued Terminal Operator Licenses (TOL's) in July 2012. Clause 14 of the TOL provides for Terminal Operator Performance Standards (TOPS)
- TOPS are a set of key performance measures applicable to the performance of the Terminal / Terminal Operator as well as the applicable norms / standards for such measures
- TOPS are issued in writing by the TNPA to the Terminal Operator will be determined for a set performance measures as applicable to the operation
- The TNPA's oversight in ensuring that TOPS are met:
 - The Terminal performance against TOPS is assessed quarterly by TNPA
 - The Terminal Operator to effect remedial action to ensure that TOPS is met
- TOPS will be reviewed and / or revised annually in line with the anniversary date of the TOL (01 July 2014)

Informed and expected levels of performance for specific Terminal operations/processes.

- TOPS PERFORMANCE CRITERIA
- Volume throughput
- Volume of cargo per ship working hour
- Turnaround times (cargo, ship, road and rail)

Key Principles Adopted In TOPS

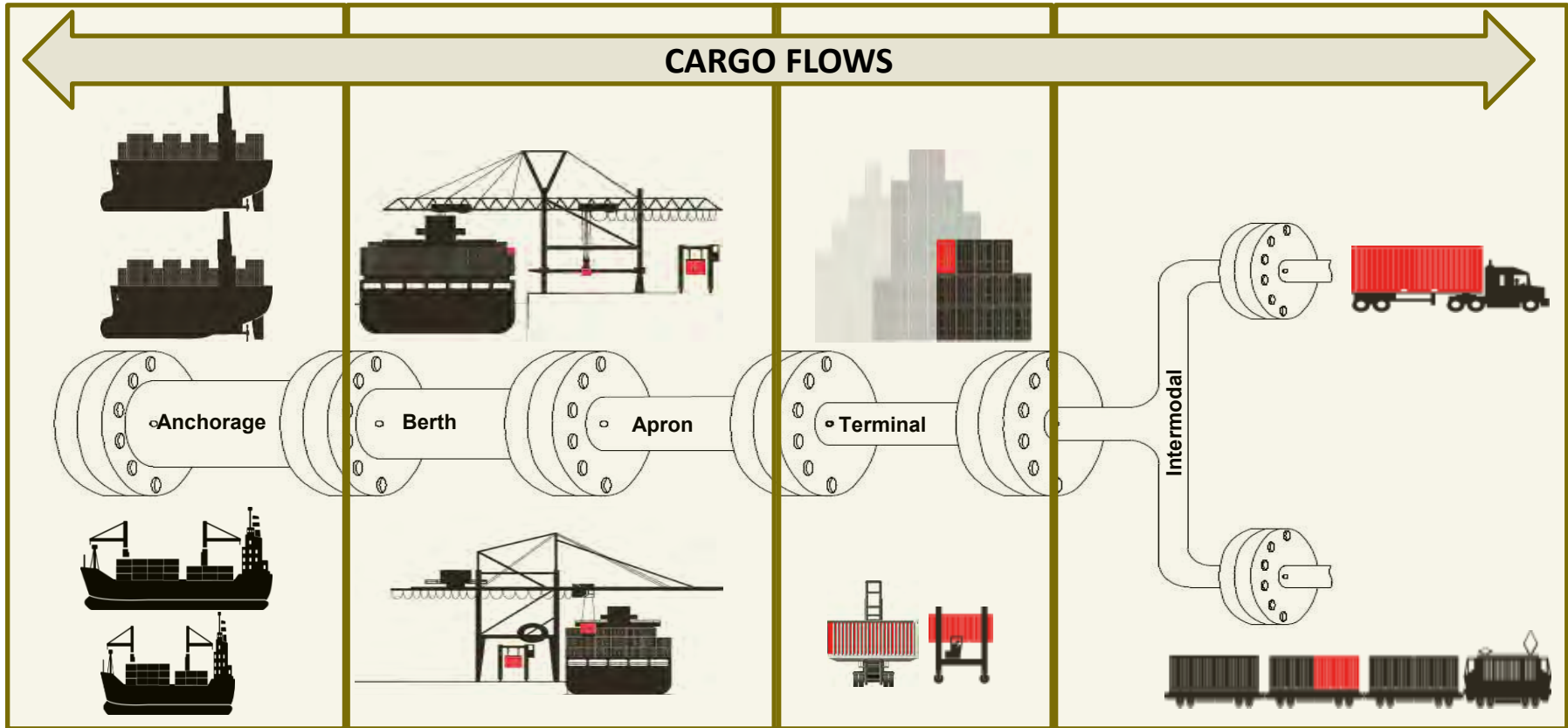
- Constructive engagement between the TNPA and Terminal Operators to improve port performance
- A consultative approach to inform the determination of TOPS
- Standardized and consistent methodology as per TNPA TOPS Toolkit across all Terminal Operators
- Emphasis on cargo flows, productivity, efficiency and competitiveness of South African Ports
- TOPS focus on, inter alia on port / terminal capacity informed by demand, current operational realities, performance expectations, applicable internal and international benchmarks and good order
- Emphasis on performance and remedial action. Where large performance gaps exist against the desired standard, interim targets may be set to remedy the situation over time whilst being mindful of the standard
- Repeated non achievement of targets will be approached in terms of Clause 14.9 and Clause 20 (breach and remedial action) of the TOL. The mechanisms for Clause 14.9 will be developed in consultation with port users in the 2014/15 year.
- Develop and grow a data driven and validation based and auditable approach to TOPS

TOPS Aims To Facilitate The Smooth Flow Of Cargo (Containers)

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- Berthing delays

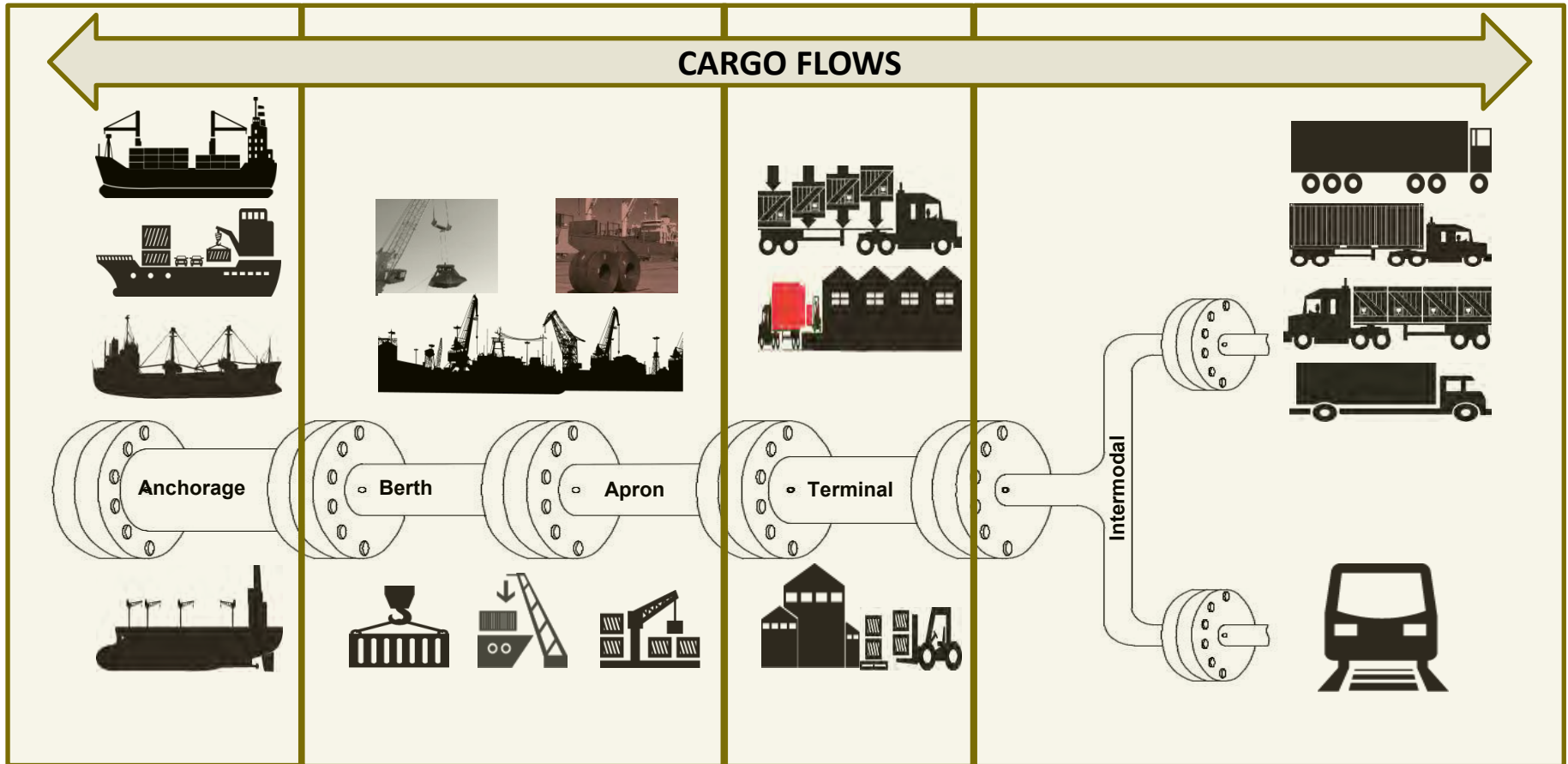
- Berth productivity
- Ship Working Hour / ATS

- Throughput
- Container dwell time

- Truck turnaround time
- Truck waiting time
- Rail turnaround time



TOPS Aims To Facilitate The Smooth Flow Of Cargo (Break Bulk / MPT)



- Berthing delays

- Berth productivity
- Ship Working Hour / ATS

- Throughput
- Cargo dwell time

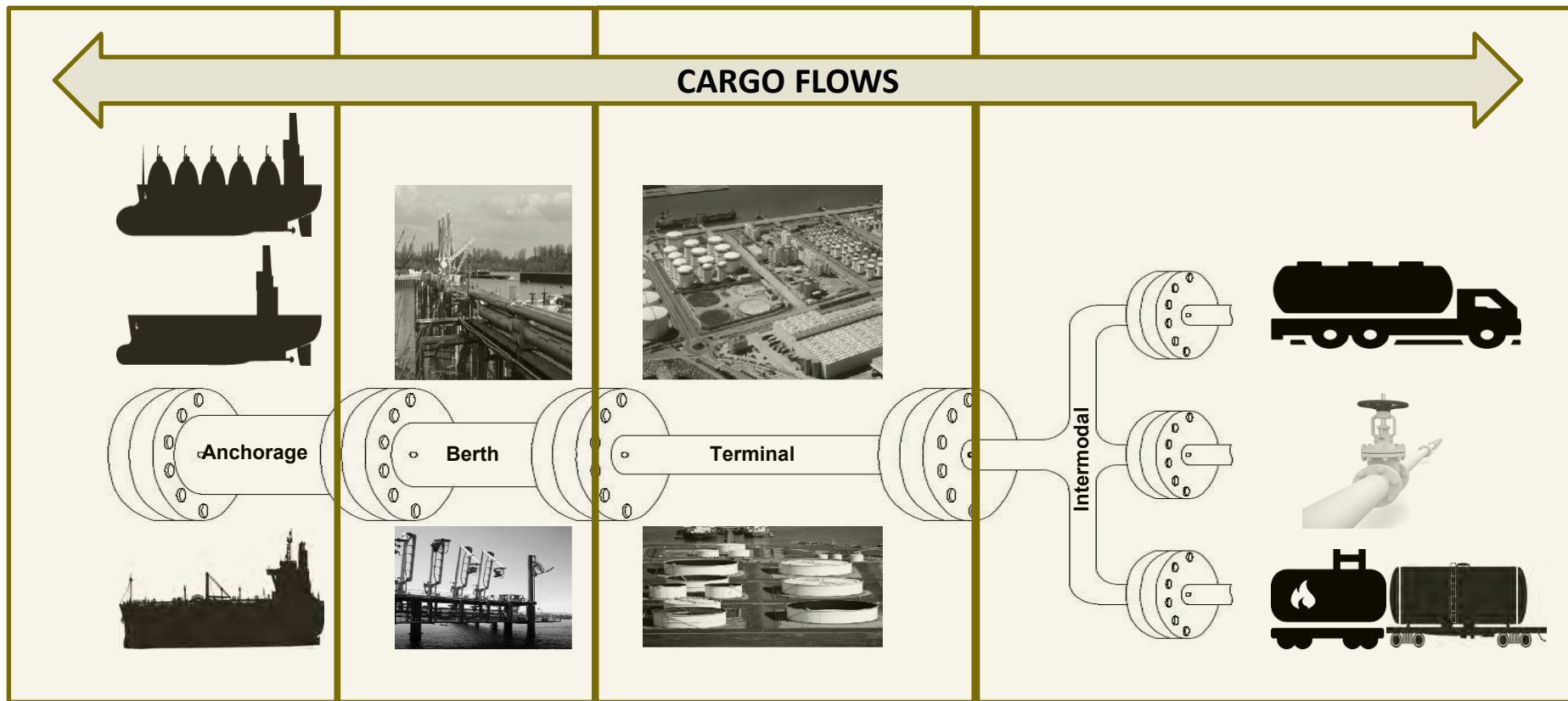
- Truck turnaround time
- Truck waiting time
- Rail turnaround time

TOPS Aims To Facilitate The Smooth Flow Of Cargo (Liquid Bulk)

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- Berthing delays

- Berth productivity
- Ship Working Hour / ATS

- Throughput
- Cargo dwell time

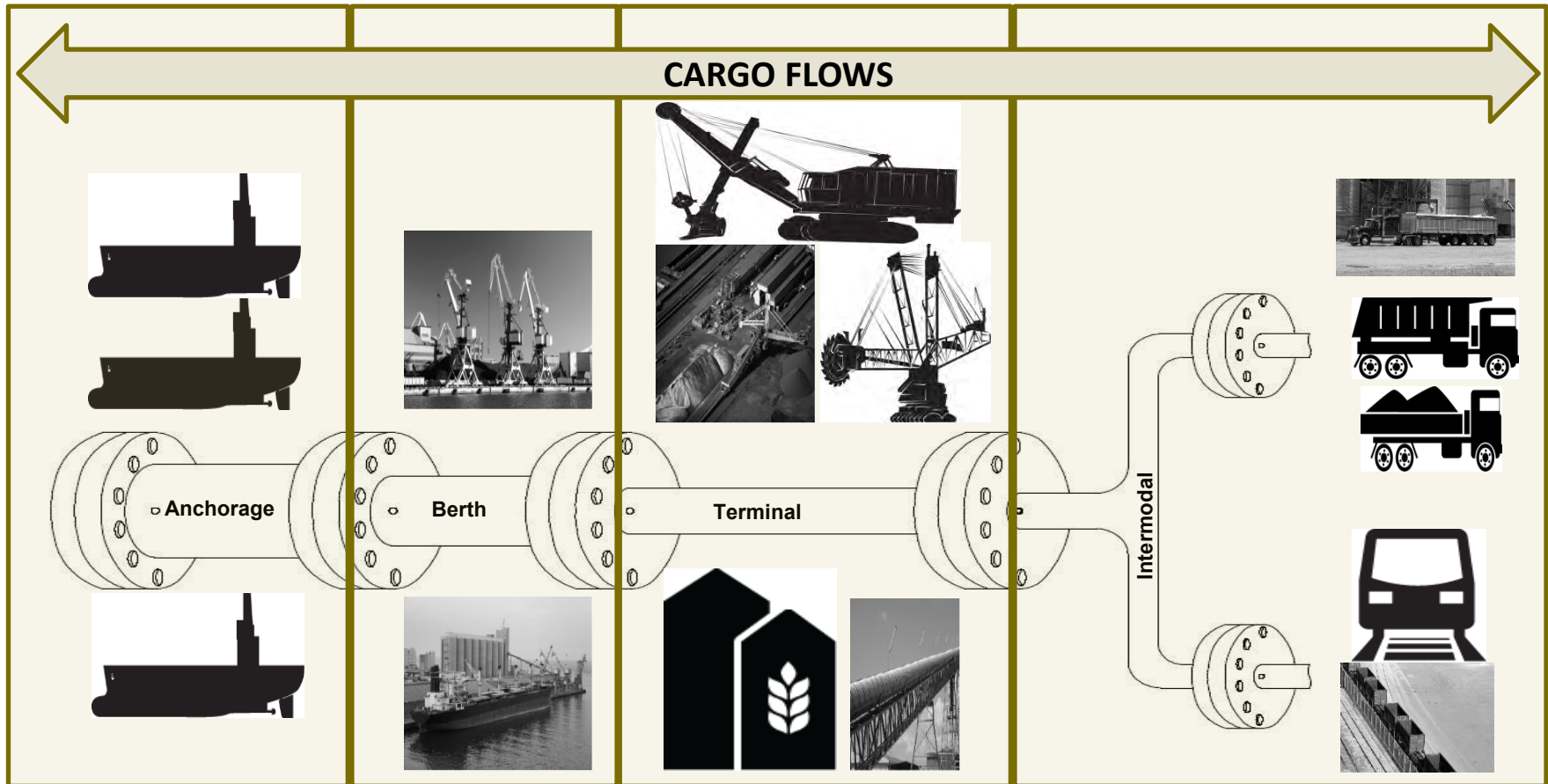
- Truck turnaround time
- Truck waiting time
- Rail turnaround time

TOPS Aims To Facilitate The Smooth Flow Of Cargo (Dry Bulk)

TRANSNET



delivering freight reliably



- Berthing delays

- Berth productivity
- Ship Working Hour / ATS

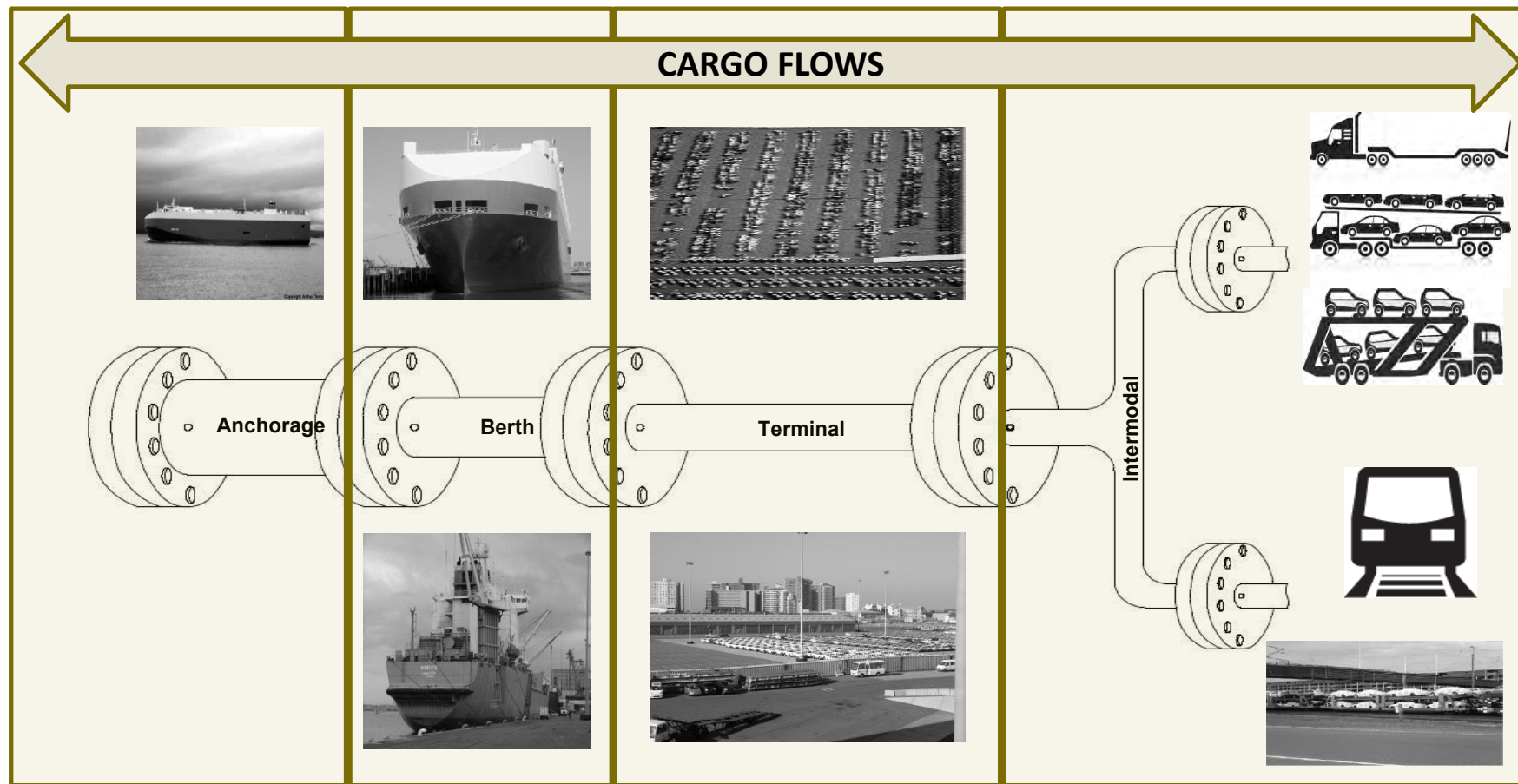
- Throughput
- Cargo dwell time

- Truck turnaround time
- Truck waiting time
- Rail turnaround time

TOPS Aims To Facilitate The Smooth Flow Of Cargo (Ro Ro)

TRANSNET

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- Berthing delays

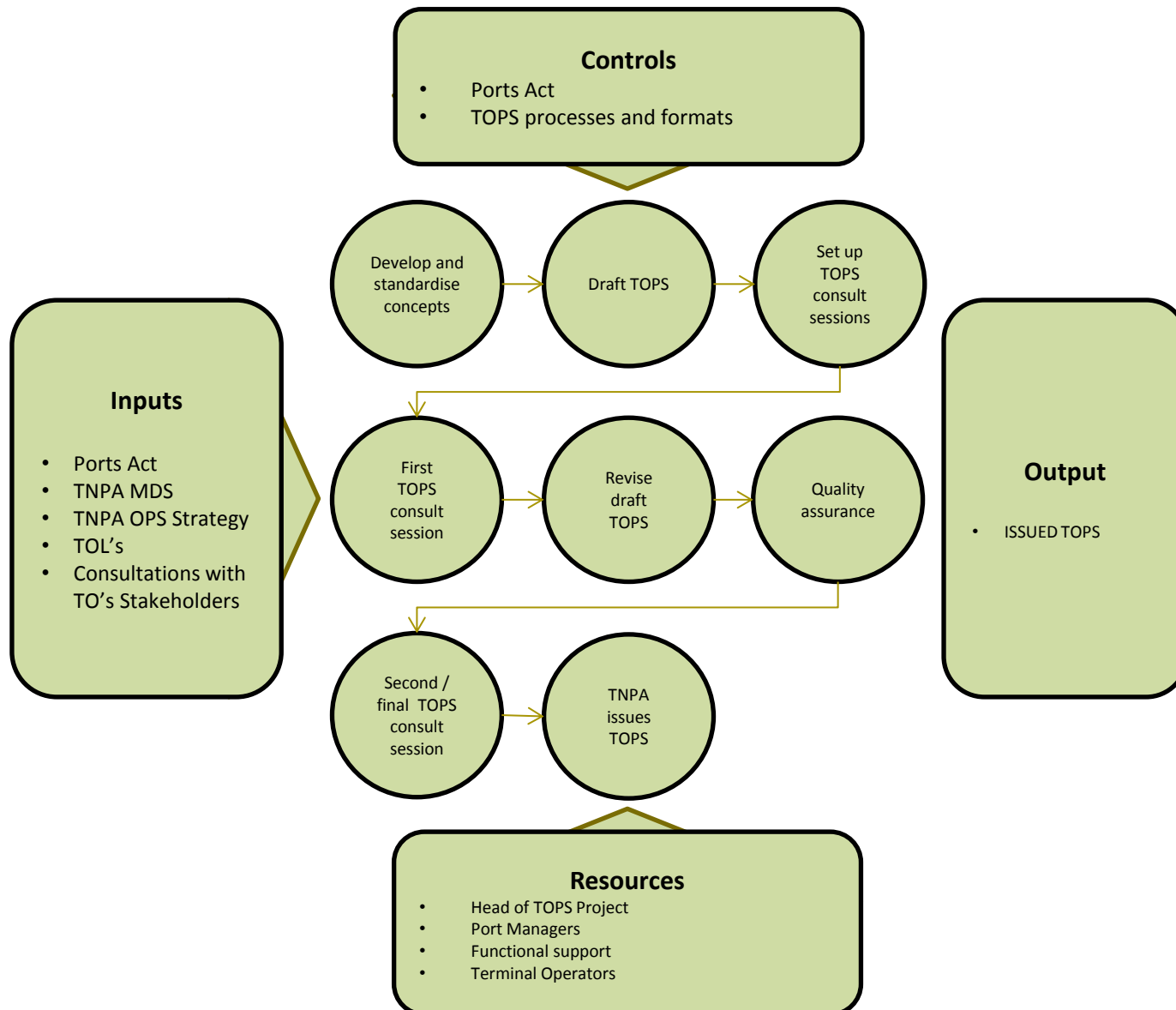
- Berth productivity
- Ship Working Hour / ATS

- Throughput
- Unit dwell time

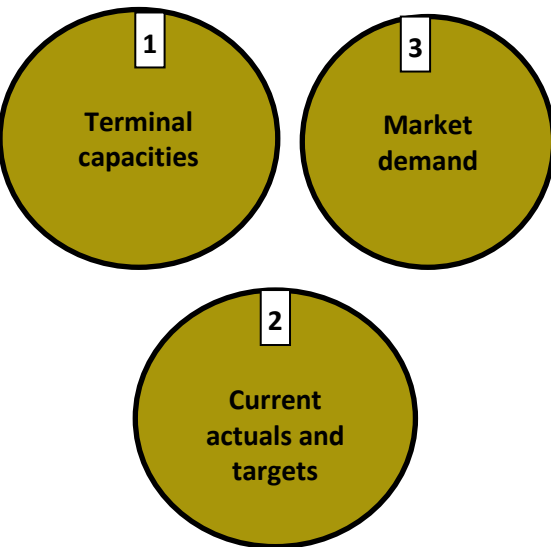
- Truck turnaround time
- Truck waiting time
- Rail turnaround time



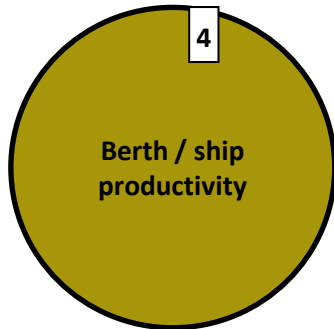
Standard TOPS Development Process



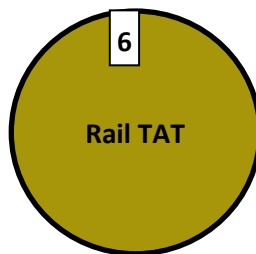
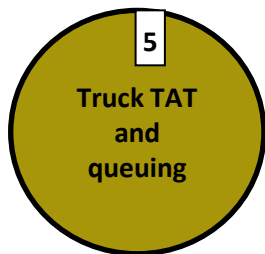
Who	Purpose
Terminal Operators	Determine TOPS through a consultative development process and to embed TOPS within the operational and oversight relationship between TNPA and the Terminal Operator
Transnet	Alignment with Transnet of corporate targets (MDS) to ensure integration with CAPEX and operational performance / delivery
Department of Public Enterprises	Alignment with Shareholder expectations regarding the performance of the South African Ports system and strategic investment decisions
Ports Regulator	Integration of the port efficiency component with other aspects of the port tariff model
PCC's	Consult as per PCC mandate to inform and where necessary validate TOPS
Port Users and Cargo Owners	Inform and where necessary validate TOPS



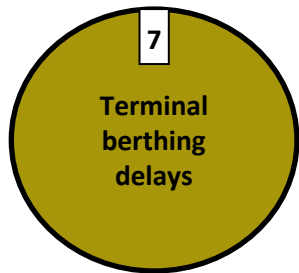
Question	Source of info / Action
<ul style="list-style-type: none"> What is the current terminal capacity? 	<ul style="list-style-type: none"> TNPA or terminal simulations, desktop calculations
<ul style="list-style-type: none"> What is the level of market demand to be serviced and what portion will this terminal serve? 	<ul style="list-style-type: none"> Terminal and TNPA Commercial departments, Customers
<ul style="list-style-type: none"> What are the gaps between 1,2, and 3? 	<ul style="list-style-type: none"> Comparison, discuss and set standards / targets for throughput Vessel reports Out turn reports



Question	Source of info / Action
<ul style="list-style-type: none"> What is the current GCH or Tons / hour productivity of cranes, ship loaders, conveyer systems, pumps etc? 	<ul style="list-style-type: none"> Terminal Operator, Customers
<ul style="list-style-type: none"> What is the rated performance of the equipment and why is the rated performance not met? Uncontrollable exclusions must be noted in the measures 	<ul style="list-style-type: none"> Terminals, Equipment suppliers
<ul style="list-style-type: none"> Understand reasons for gaps. These may be supply chain or bottleneck related! Equipment may need to be upgraded or replaced 	<ul style="list-style-type: none"> Comparison, discuss and set standards / targets for equipment productivity



Question	Source of info / Action
<ul style="list-style-type: none"> What is the current Truck TAT or prevailing truck congestion outside terminals? What is the Rail TAT and the % trains departed on time 	<ul style="list-style-type: none"> Trend analysis from terminals and customers, trucking associations
<ul style="list-style-type: none"> Does the terminal operator manage truck arrival patterns? Is there a booking system? 	<ul style="list-style-type: none"> Comparison, discuss and set standards / targets



Question	Source of info / Action
<ul style="list-style-type: none">• What is the current vessel berthing delays attributed to the terminal?	<ul style="list-style-type: none">• Marine Services, Terminal Operator, Customers
<ul style="list-style-type: none">• Uncontrollable exclusions must be noted in the measures	<ul style="list-style-type: none">• Terminals, Equipment suppliers
<ul style="list-style-type: none">• Understand reasons for gaps. These may be supply chain or bottleneck related! Equipment may need to be upgraded or replaced	<ul style="list-style-type: none">• Comparison, discuss and set standards / targets for equipment productivity

Inputs

- Ports Act, Commercial Ports policy
- Terminal Operator Licence
- Installed, utilised and spare capacity of terminal
- Market demand for the commodity/ies or sector
- Capability of current equipment and resources against performance expectations and internationally accepted thresholds and ranges (benchmarks)
- Commercial arrangements with customers

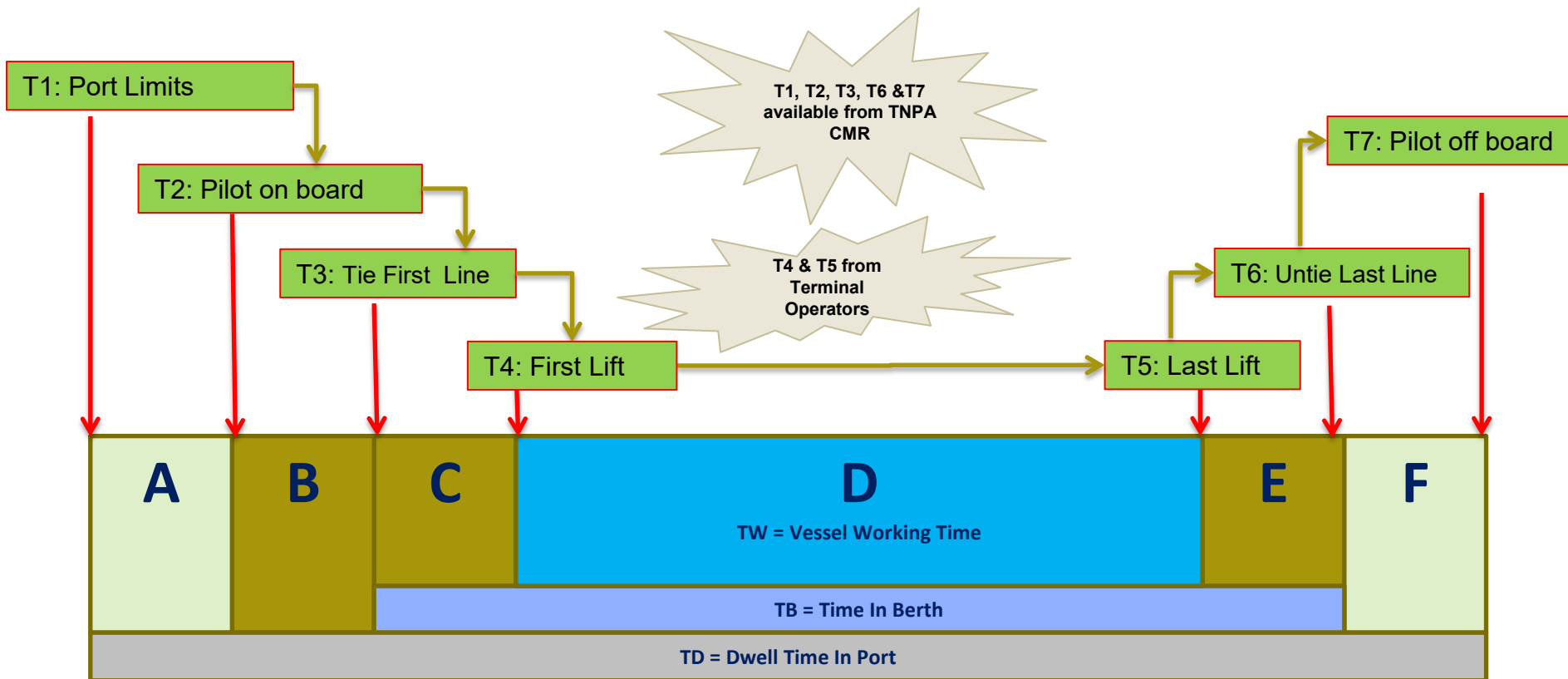
**Draft TOPS /
Revised TOPS /
Issued TOPS**

Scope Of Measures For TOPS

Measure	Stated in	Applicable to	Managed by
Terminal Berthing Delays	Average hours per vessel	Terminals using dedicated berths	Operational relationship, quarterly assessments, Clause 14.9 and Clause 20 of TOL
Berth Productivity	TEU’s per berth hour	Terminals using dedicated berths	
Ship Working Hour	Containers per ship hour Tons per ship hour Kl per ship hour Units per ship hour	All terminals	
Truck Turnaround Time	Average minutes	Terminals with road haulage	
Truck Queuing Time (outside terminals)	Average number of vehicles		
Rail Turnaround Time	Average Hours	Terminals with rail haulage	
Cargo Dwell Time	Average days	All terminals	
Terminal throughput	TEU’s, Tons, Kl, Units	All terminals	

The above measures are supported by standard definitions and calculation methods

Systemic View Of Ship Turnaround



A = WAITING FOR BERTH (T2– T1)
C = WAITING FOR GANGS (T4– T3)

B = SAILING IN (T3 – T2)
D = WORKING (T5– T4)

E = PREPARING TO SAIL (T6– T5)
TB = TOTAL TIME ON BERTH (T6 – T3)

F = SAILING OUT (T7– T6)
TD = PORT DWELL TIME (T7 – T1)

TOPS Benefits to All Port Players

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Shipping Lines



Expect:

- Cargo volumes
- Compliance with schedules
- High productivity levels
- Flexibility
- Reduced operating costs
- Market growth

Expect:

- Economic growth
- Job creation
- Access to the port industry
- People development
- Minimised externalities
- Sustainability

Stakeholders, Service Providers and Suppliers

TOPS = improved port performance, increased volumes / revenues with decreased costs

Port Authority

Expect:

- Cargo and vessel volumes
- Targeted levels of capacity utilisation
- High productivity levels
- Quick turnaround of vessels
- Smooth logistics flows
- Market growth

Expect:

- Targeted volumes
- Asset utilisation
- Vessel handling productivity levels
- Demand coverage
- Competency
- Safety
- Sustainability

Marine Services



Terminals

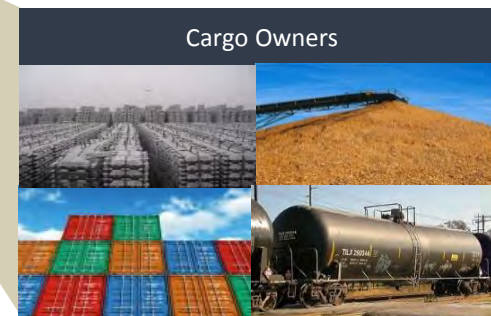
Expect:

- Cargo volumes
- Terminal productivity
- Performance of service providers
- Reduced operating cost
- Market growth

Expect:

- Compliance with dwell times and lead times
- Storage
- Cargo handling productivity
- No cargo degradation or damage
- Reduced costs

Cargo Owners



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Thank you



Annexure K

Bid Response Form

We _____

[name of entity, company, consortium, close corporation or partnership]

of *[full address]*

carrying on business trading/operating as

represented

by _____

in my capacity as

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as per Annexure N (*Resolution of Board of Directors*) of this RFP (a certified copy of which is Annexed hereto) hereby offer to undertake the Project at the prices determined in terms of Part III (*Evaluation Criteria*) of this RFP).

1. We agree to be bound by the conditions in TNPA's:
 - 1.1. terms of this RFP; and
 - 1.2. any other standard or special conditions mentioned and or embodied in this RFP or Terminal Operator Agreement.
2. We accept that unless TNPA should otherwise decide and so inform us in the letter of appointment, our Bid Response (and, if any, its covering letter and any subsequent exchange of correspondence), together with TNPA's acceptance thereof shall constitute a binding contract between TNPA and us.

3. Should TNPA decide that the Terminal Operator Agreement should be negotiated and entered into with us, this Bid Response (and, if any, its covering letter and any subsequent exchange of correspondence) together with TNPA's letter of appointment, shall constitute a binding contract between TNPA and us until the formal contract is signed.
4. We further agree that if, after we have been notified of the acceptance of Bid Response, we fail to enter into the Terminal Operator Agreement or fail to commence the provision of services within 24 (twenty-four) months thereafter, TNPA may, without prejudice to any other legal remedy which it may have, recover from us any expense to which it may have been put in calling for Bid Responses afresh and or having to accept any less favourable Bid Response.
5. We accept that the Terminal Operator Agreement resulting from this offer will be for a period of 25 (twenty-five) years only. Furthermore, we agree to the penalty Clauses to be negotiated with TNPA, which will allow TNPA to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the services due to non-performance by ourselves, failure to meet Economic Development and or B-BBEE Improvement Plan commitments. In addition, we agree that non-compliance with any of the material terms of the RFP, including those mentioned above, will constitute a material breach of the Terminal Operator Agreement and provide TNPA with cause for cancellation.
6. **ADDRESS FOR NOTICES**
7. The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Bidder hereunder, at which all legal documents may be served on the Bidder who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Bidders shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign the Terminal Operator Agreement which may have to be entered into in the event of their Bid Response being accepted and to act on their behalf in all matters relating to such Terminal Operator Agreement.
8. Bidder to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:



Facsimile:

Address: _____

9. NOTIFICATION OF AWARD OF RFP

10. As soon as possible after approval to award the appointment of the Preferred Bidder, the Preferred Bidder will be informed of the acceptance of its Bid Response. Unsuccessful Bidders will be advised in writing of the name of the Preferred Bidder and the reason as to why their Bid Responses have been unsuccessful, for example, in the category of administrative responsiveness, technical criteria, B-BBEE status, or for any other reason.

11. VALIDITY PERIOD

12. TNPA requires a validity period of 365 (three hundred and sixty-five) calendar days from the Bid Submission Date against this RFP.

13. NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

14. The Bidder must disclose hereunder the full name(s) and address(s) of the director(s) or members of the consortium, company, or close corporation [CC] on whose behalf the RFP is submitted.

15. Registration number of company or CC

Registered name of the company or CC or name of the consortium

Full name(s) of director or member(s)

Address/Addresses

ID Number(s)

16. CONFIDENTIALITY

17. All information related to this RFP is to be treated with strict confidence. In this regard Bidders are required to complete and return a signed copy of Annexure P (Certificate of Acquaintance with RFP Documents) with Annexure M (Non-Disclosure Agreement) Annexed to this RFP. All information related to the Terminal Operator Agreement, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the services, which is either directly or indirectly related to TNPA's business, written approval to divulge such information must be obtained from TNPA.

18. DISCLOSURE OF THE CONCESSION TENDERED

19. Bidders must indicate below whether TNPA may disclose their tendered concession and conditions to other Bidders:

YES	
-----	--

NO	
----	--

20. RETURNABLE DOCUMENTS

All sections must be signed, stamped and dated by the Bidder. Bid Returnable Documents means all the documents, sections and Annexes, as listed in the tables below.

21. Mandatory Returnable Documents

Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Bidder's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Bid Responses.

22. Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	RFP REFERENCE	SUBMITTED [Yes or No]
Concession Fee Offer	Clause 66.1.2	

23. Essential Returnable Documents

Bidders are further required to submit with their Bid Responses the following essential Returnable Documents as detailed below.

Failure to provide all essential Returnable Documents may result in a Bidder's disqualification at TNPA's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Bid Responses.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below.

24. Full responses and documentation in respect of each qualification criterion in Part II of the RFP, including the following:

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	RFP REFERENCE	SUBMITTED [Yes or No]
Technical and Functional Criteria		
Proof of valid B-BBEE Contributor Status Level	Clause 66.2.4.1	
Previous Experience	Clause 64.1.1.	

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	RFP REFERENCE	SUBMITTED [Yes or No]
Track Record	Clause 64.1.2.	
SHE Requirements	Clause 64.2.	
Financial Capabilities	Clause 64.3.	
Business Case	Clause 64.4.	

ESSENTIAL RETURNABLE DOCUMENTS & ANNEXURES	RFP REFERENCE	SUBMITTED [Yes or No]
A valid Tax Clearance Certificate or PIN	N/A	
Annexure A (<i>Bid Notice</i>)	N/A	TNPA Document
Annexure K (<i>Bid Response Form</i>)	N/A	
Annexure L (<i>Declaration of Bidder</i>)	N/A	
Annexure M (<i>Non-Disclosure Agreement</i>)	N/A	
Annexure N (<i>Resolution of Board of Directors</i>)	N/A	
Annexure O (<i>Resolution of Each Member</i>)	N/A	
Annexure P (<i>Certificate of Acquaintance with the RFP Documents</i>)	N/A	

Annexure Q (<i>Declaration of Interest</i>)	N/A	
Annexure R (<i>Tax Clearance Requirements</i>)	N/A	
Annexure S (<i>Certificate of Acquaintance with the Requirements of the RFP</i>)		
Annexure T (<i>Certificate of Acquaintance with Conditions of Contract with TNPA</i>)		
Annexure U (<i>Breach of Law Form</i>)		
Annexure W (<i>Supplier Integrity Pact</i>)		
Annexure X (<i>Standard RFP Response Form: Information about Bidder</i>)		
Annexure Y (<i>Lenders Support Letter</i>)		
Annexure Z (<i>Terminal Operator Agreement</i>)		
Annexure BB (<i>B-BBEE Verification Certificate</i>)		
Annexure CC (<i>Business Case</i>)		
Annexure EE (<i>Economic Development Information</i>)		
Annexure FF1 (<i>Experience in any terminal/facility handling liquid Bulk Cargo</i>)		
Annexure FF2 (<i>Experience in Commercial Sea Port Terminals</i>)		

Annexure FF3 (<i>Number of terminals and throughput volumes</i>)		
--	--	--

25. CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

26. The Preferred Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE verification certificate, for the duration of any contract emanating from this RFP. Should the Preferred Bidder be awarded the Terminal Operator Agreement and fail to present TNPA with such renewals as and when they become due, TNPA shall be entitled, in addition to any other rights and remedies that it may have in terms of the Terminal Operator Agreement, to terminate such Terminal Operator Agreement forthwith without any liability and without prejudice to any claims which TNPA may have for damages against the Bidder.

27. **By signing these RFP documents, the Bidder is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form a part hereof, and TNPA will recognise no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered concession or otherwise.**

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1. Name _____



2. Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

TNPA DECLARATION OF BIDDER

NAME OF ENTITY: _____
[Insert name of Bidder] ("the Bidder")]

We _____ do hereby certify that:

1. In this declaration, words and expressions which are defined in the Request for Proposals for 25 (twenty five) year concession for the Development, Design, Financing, Construction, Operation, Maintenance, and Transfer a Liquid Bulk Terminal at the Port of Cape Town back to TNPA, Tender No: TNPA/2025/02/0006/90040/RFP.....shall bear the same meaning when used in this letter, unless the context requires otherwise.
2. The Bidder further certifies that:
 - 2.1 the TNPA has supplied and we have received appropriate responses to any or all questions, as applicable, which were submitted by ourselves for the RFP clarification purposes;
 - 2.2 we have received all information we deemed necessary for the completion of this RFP;
 - 2.3 at no stage have we received additional information relating to the subject matter of this RFP from the TNPA sources, other than information formally received from the designated the TNPA contact(s) as nominated in the RFP documents;
 - 2.4 we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by the TNPA in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
 - 2.5 furthermore, we declare that a relationship formed on the basis of any one or more of family (including spouses and in-laws), friendship, business acquaintance, professional engagement, or employment exists or does not exist [delete as applicable] between an owner or member or director or partner or shareholder of our entity and an employee or board member of the TNPA including any person who may be involved in the evaluation and or adjudication of this Bid.
 - 2.6 In addition, we declare that an owner or member or director or partner or shareholder of our entity is or is not [delete as applicable] an employee or board member of the TNPA.
 - 2.7 If such a relationship as indicated in paragraph 2.5 and or 3 exists, the Bidder is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with TNPA:

DATE:

SIGNATURE:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Bidder from doing future business with TNPA]

- 2.8 We declare, to the extent that we are aware or become aware of any relationship between ourselves and the TNPA (other than any existing and appropriate business relationship with the TNPA) which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify TNPA immediately in writing of such circumstances.
- 2.9 We accept that any dispute pertaining to this Bid Response will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
- 2.10 We further accept that TNPA reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this ____ day of _____
20____

For and on behalf of

AS WITNESS:

duly authorised hereto

Name: _____

Name: _____

Position: _____

Position: _____



Signature: _____

Signature: _____

Date: _____

Place: _____

Annexure M

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

BETWEEN

(Reg)

AND

TRANSNET SOC Ltd,
acting through its operating division
TRANSNET NATIONAL PORTS AUTHORITY

(Reg 1990/000900/30)

This agreement entered into between

_____ located at and

Transnet SOC Ltd, acting through its operating division, Transnet National Ports Authority ("TNPA"),

(hereinafter referred to respectively as 'a Party' or 'the Parties'),

concerns the safeguarding of proprietary and company confidential information to be provided by each Party to the other in connection with discussions regarding

WITNESSED THAT: It is agreed between the Parties as follows:

1. For purposes of this Agreement, company confidential and/or proprietary **information, hereinafter called "proprietary Information", shall be construed to** mean any information disclosed by a Party to the other Party, including without limitation all computer software, which is identified as such by an appropriate stamp or legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (30 (thirty) days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing party, hereinafter called the **'Disclosing Party', in either hard copy or electronic media and which each Party** considers to be material to its business operations, including, without limitation, wage and salary information, technical information, commercial information, financial information and personnel records.
2. **The receiving party, hereinafter called the 'Receiving Party' of any Proprietary** Information covenants that, for a period of 7 (seven years) from the effective

date of this Agreement, the Proprietary Information received from the Disclosing Party:

- 2.1 shall not be used, duplicated, in whole or in part, for any purpose other than the purpose here above stated, without the prior written consent of the Disclosing Party,
- 2.2 shall be protected and kept in confidence said Proprietary Information by using the same degree of care and safeguard as it uses to protect its own Proprietary Information of like importance,
- 2.3 **shall only be disclosed to persons within the Receiving Party's organisation who** have a need to know and solely for the purpose mentioned in the preamble.
- 2.4 Nothing contained in the Agreement shall be construed as granting or conferring, expressly or impliedly, any rights in or title to the proprietary information disclosed hereunder. It is agreed that no license under any patents of either Party is granted by this Agreement or by any disclosure or use of such Proprietary Information which:
- 2.5 Was at the time of receipt otherwise known to the Receiving Party
- 2.6 Has been published or is otherwise within the public knowledge or is generally known to the public at the time of its disclosure to the Receiving Party
- 2.7 Subsequently is developed independently in good faith by employees of the Receiving Party who did not have access to the Proprietary Information
- 2.8 Becomes legally known or available to the Receiving Party from a source other than the Disclosing Party, and without breach of the Agreement by the recipient
- 2.9 Becomes part of the public domain without breach of the Agreement by the recipient
- 2.10 Is so disclosed or used with the written approval of the Disclosing Party
- 2.11 Unless extended in writing by mutual agreement and unless earlier terminated as hereafter, this Agreement shall terminate upon the expiration of 7 (seven) years from its effective date. This Agreement including all rights and obligations of the Parties hereto, except the obligations specified in paragraph 2 hereof, may be earlier terminated by either Party by operation of law and without demand at any time upon 30 (thirty) days written notice. The end of termination of the Agreement shall not relieve either Party from complying with the obligations of paragraph 2 with respect to the use and protection of the Proprietary Information received prior to the date of termination or the end of this Agreement. Such obligations shall continue for the period applicable as set forth in said paragraph.

- 2.12 Each Party shall bear its own costs incurred under or in connection with the Agreement. Nothing in the Agreement shall be construed as an obligation by either Party to enter into a contract, subcontract or any other business relationship with the other Party or to disclose any Proprietary Information to the other Party.
- 2.13 It is understood that this Agreement constitutes a Non-Disclosure Agreement only. Nothing in this Agreement shall grant either Party the right to make any commitments of any kind for, or on behalf of, the other Party without the prior written consent of the other Party.
- 2.14 This Agreement and the rights and obligations hereunder may not be transferred or assigned by a Party without the proper written approval of the other Party hereto.
- 2.15 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa
- 2.16 Any dispute arising from or in connection with this Agreement, which cannot be settled amicably by the Parties, shall be finally resolved in accordance of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator or arbitrators appointed by the Foundation. The arbitration will be held in Sandton, Johannesburg, in accordance with the formalities of AFSA rules and procedure settled by the arbitrator and may be held in informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedures, pleadings or the strict rules if the evidence.
- 2.17 Any Proprietary Information (and copies thereof) disclosed by a Party to the other Party shall remain the property of the Disclosing Party and shall be returned by the Receiving Party immediately upon request.
- 2.18 Any Proprietary Information disclosed by the Parties under this Agreement, shall be identified by the Disclosing Party as Proprietary Information at the time of disclosure, and the disclosure, protection, use and handling of such information shall be in accordance with the security procedures prescribed by the South African government.
- 2.19 In the event of one Party visiting any of the facilities of the other Party, the visiting party undertakes that any further Proprietary Information relating to **the Party being visited which may come to the visiting Party's knowledge as a** result of any such visit, including without limitation, any information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof shall be kept strictly confidential and be subject to the same protection as is provided for in Clause 2 above.

- 2.20 The execution, existence and performance of the Agreement shall be kept confidential by the Parties and shall not be disclosed by a Party without the prior consents of the other Party.
- 2.21 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understanding and agreements between the Parties with respect to or in connection with any of the matters or things to which such Agreement applies or refers.
- 2.22 The Parties hereby represent that the disclosure of Proprietary Information by and between themselves is not contrary to the laws and regulations of the Republic of South Africa.
- 2.23 With respect to any exchange of Proprietary Information which may occur as a result of the Agreement, it is expressly understood and agrees that the below listed employees shall, on behalf of the respective Parties be the exclusive individuals authorized to receive and or transmit Proprietary Information under the Agreement:

TNPA

- 2.23.1 As regard the individuals identified in Paragraph Error! Reference source not found. here above, each Party shall have the right and power to redesignate such persons within their organisation as are authorized to receive/transmit Proprietary Information, which are made by a Party, shall be effected by rendering written notice of such change to the other Party.

- 2.23.2 The Parties agree that this Agreement shall be drafted in the English language.

IN WITNESS WHEREOF, the Parties hereto have to set their hands as of the date first above written.

TNPA



Date:

Place:

Witness 1: (Name, Address, Signature, Date)

.....

.....

Witness 2: (Name, Address, Signature, Date).....

.....

.....



Terminal Operator

Date:

Place:

Witness 1: (Name, Address, Signature, Date)

.....
.....

Witness 2: (Name, Address, Signature, Date)

.....
.....

RESOLUTION OF BOARD OF MEMBERS

(TO BE COMPLETED BY LEAD MEMBER OF A BIDDER CONSORTIUM OR BY THE
PROJECT COMPANY IF ESTABLISHED AT BID SUBMISSION DATE)

[Name of Entity] (Registration Number: [insert])
(the "Company")

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY PASSED AT A MEETING HELD
ON [•],

RESOLVED THAT:

1. the Company participates as the Bidder **[OR, in the case of a Bidder consortium]**, in the **[insert name of Bidder]** consortium ("Bidder") in responding to the RFP issued by the TNPA on or about **[insert date]** under Tender Reference number TNPA/2024/04/0016/62969/RFP, in respect of the 25 (twenty-five) year concession for Acquire, Operate, Maintain, refurbish and/or construct and Transfer a Liquid Bulk Terminal for a Twenty-Five (25) Year Concession Period at the Port of Cape Town Liquid Bulk Precinct..
2. **[Note: This paragraph is for Bidders that are consortia]** the Company, by agreement with the other Members, be the Lead Member of the Bidder consortium (the "Lead Member"); and
3. **[Note: This paragraph is for all Bidders]** **[insert name of authorised individual in the Company]** be and hereby is authorised to enter into, sign, execute and complete any documents relating to this Bid Response and any subsequent agreement for the provision of services.

Signed by the Directors

Name: _____

Date: _____

RESOLUTION OF EACH MEMBER

(OTHER THAN THE LEAD MEMBER) OF A BIDDER CONSORTIUM OR EACH
SHAREHOLDER OF A BIDDER PROJECT COMPANY

[Name of Entity] (Registration number: [insert])
(the "Company")

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY PASSED AT A
MEETING HELD ON [INSERT DATE]

RESOLVED THAT:

1. the Company participates as the Bidder [*OR, in the case of a Bidder consortium*, in the [insert name of Bidder] consortium ("Bidder") in responding to the RFP issued by the TNPA on or about [insert date] under Tender Reference number [REDACTED], in respect of the for 25 (twenty five) year concession for the Development, Design, Financing, Construction, Operation and Maintenance, and Transfer a Liquid Bulk Terminal in the Liquid Bulk Precinct at the Port of Cape Town.
2. [*Note: This paragraph is for Bidders that are consortia*] the Company, by agreement with the other Members, be the Lead Member of the Bidder consortium (the "Lead Member"); and
3. [*Note: This paragraph is for all Bidders*] [insert name of authorised individual(s) in the Company] be and hereby is authorised to authorised to enter into, sign, execute and complete any documents relating to this Bid Response and any subsequent agreement for the provision of services.

Signed by the Directors

Name: _____

Date: _____

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

1. We _____ do hereby certify that we acquainted ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by TNPA for the carrying out of the Project for which we submitted our Bid Response.
2. We furthermore agree that TNPA shall recognise no claim from us for relief based on an allegation that we overlooked any RFP or contract condition or failed to take it into account for the purpose of calculating our offered concession or otherwise.
3. We accept that an obligation rests on us to clarify any uncertainties regarding this bid which we may have, before submitting the Bid Response. We agree that we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which we failed to obtain clarity.
4. We understand that the accompanying Bid Response will be disqualified if this Certificate is found not to be true and complete in every respect.
1. For the purposes of this Certificate and the accompanying Bid Response, we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - 1.1 has been requested to submit a Bid Response in respect of the RFP;
 - 1.2 could potentially submit a Bid Response in response to RFP, based on their qualifications, abilities or experience; and
 - 1.3 provides the same services as the Bidder and/or is in the same line of business as the Bidder.
2. The Bidder has arrived at the accompanying Bid Response independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 3.1 prices;
 - 3.2 geographical area where Services will be rendered (market allocation);
 - 3.3 methods, factors or formulas used to calculate concession;
 - 3.4 the intention or decision to submit or not to submit, a Bid Response;
 - 3.5 the submission of a Bid Response which does not meet the specifications and conditions of the RFP; or
 - 3.6 bidding with the intention not being awarded Preferred Bidder status.
4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the services to which this RFP relates.
5. The terms of the accompanying Bid Response have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
6. We are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bid Responses that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 89 of 1998 and or may be reported to the National Prosecuting Authority ("NPA") for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this ____ day of _____ 20__.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

DECLARATION OF INTEREST

1. General

- 1.1. This Declaration of Interest Form is to be duly completed and signed by each Bidder which is a Project Company, each Shareholder thereof, and where the Bidder is a consortium, by each Member of the Bidder (for purposes of this Declaration, the "Member").
- 1.2. Failure to complete this form may lead to disqualification.
- 1.3. 'Related' in this form means a relationship formed on the basis of any one or more of (i) family (including spouses and in-laws), (ii) friendship, (iii) business acquaintance, (iv) professional engagement, or (v) employment).

2. Disclosure of Interest

- 2.1. Please state if the Bidder or any Member or any individual who is a director, officer, employee or shareholder of any Member is Related, in any manner, to any employee of the TNPA or Transnet and or to any other Government official or person directly involved in the Procurement Programme in respect of a Liquid Bulk Terminal, who may be involved with the evaluation of Bid Responses.

Yes / No [*The Member is required to circle the applicable response*]

If so, state particulars:

.....
.....
.....

- 2.2. Please state if the Bidder or any Member or any individual who is a director, officer, employee or shareholder of any Member is Related, in any manner, to any employee of the TNPA or Transnet and or any other Government official or person with the ability to influence the decision of TNPA with respect to the appointment of the Preferred Bidder and or the Reserve Bidder.

Yes / No [*The Member is required to circle the applicable response*]

If so, state particulars:

.....

.....

.....

- 2.3. Is any national public entity, or provincial public entity (both as defined in the Public Finance Management Act 1 of 1999), or a person employed by a national public entity or a provincial public entity, a Contractor of or participating as a Member, or a shareholder (direct or indirect) of any Member, of the Bidder?

Yes / No [*The Member is required to circle the applicable response*]

If so, state particulars:

.....

.....

.....

3. Declaration in respect of Litigation

- 3.1. Please describe the extent of any material pending or threatened litigation or legal proceedings (civil or criminal, and including any investigations or complaint proceedings conducted against the Member in terms of the Competition Act, 89 of 1998 or in terms of any other legislation providing for investigations or complaint proceedings) in which the Member is involved as at the Bid Submission Date, or has been involved during the last 5 (five) years, instituted by any South African organ of state against the Member. If the Bidder or Member has something to declare, please provide all details in the space provided below. If the Bidder or Member has nothing to declare, please insert "*nothing to declare*" in the space provided below. [*Add extra pages to be appended to this Declaration if necessary.*]

.....

.....

.....

.....

- 3.2. Please describe in detail:

- 3.2.1.all occurrences of a failure by the Member to timeously complete any contracts (a) with any South African organ of state; or (b) relating to any Government project or procurement programme;
- 3.2.2.any incidences of damages deducted or recovered within the last 5 (five) years by any South African organ of state in relation to a contract with the Member, or by any person in relation to any Government project or procurement programme; and
- 3.2.3.any contract between the Member and any South African organ of state which was terminated during the past five years on account of failure by the Member to perform on or to comply with the contract. If the Bidder or Member has something to declare, please provide all details in the space provided below. If the Bidder or Member has nothing to declare, please insert "*nothing to declare*" in the space provided below. *[Add extra pages to be appended to this Declaration if necessary.]*

.....

.....

.....

.....

4. Declaration of Past Supply Chain Practices

- 4.1. Is the Member or any of its directors listed on the National Treasury database as companies or persons prohibited from doing business with the State / public sector?

Yes / No [*The Member is required to circle the applicable response*]

If yes, state particulars:

.....

.....

.....

- 4.2. Is the Member or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004?

- 4.3. Yes / No [*The Member is required to circle the applicable response*]

If yes, state particulars:

.....
.....
.....

- 4.4. Was the Member or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

Yes / No [*The Member is required to circle the applicable response*]

If yes, state particulars:

.....
.....
.....

DECLARATION

I, the undersigned (Name of authorised individual representing the Member)

CERTIFY THAT THE INFORMATION FURNISHED IN THIS DECLARATION IS COMPLETE, TRUE AND CORRECT. I ACCEPT THAT THE TNPA MAY DISQUALIFY MY BID RESPONSE IN THE EVENT THAT THE INFORMATION FURNISHED ABOVE IS IN ANY RESPECT UNTRUE, INCORRECT OR INCOMPLETE.

Signature_____

Date_____

Position_____

Name of Member_____

Name of Bidder_____

Who warrants his / her authority hereto

TAX CLEARANCE REQUIREMENTS

1. It is a condition of bidding in response to this RFP that:
 - 1.1. the taxes of a Bidder and its Members must be in order, or that satisfactory arrangements have been made with the South African Revenue Services ("SARS") or other local revenue authority for the relevant Bidder to meet its tax obligations;
 - 1.2. the form "Application for Tax Clearance Certificate TCC 001", available on the official SARS website or at any SARS office, must be completed in all respects and submitted to SARS where the Bidder is registered for tax purposes. SARS will then furnish the Bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from the date of issue.
2. Each Bidder and its Members established or incorporated in South Africa more than 365 days prior to the Bid Submission Date must submit an original and valid Tax Clearance Certificate with the Bidder's Bid Response.
3. Each Bidder and its Members established or incorporated in South Africa within the last 365 days of the Bid Submission Date must submit proof that an application for a Tax Clearance Certificate has been submitted and received by SARS, with the Bidder's Bid Response.
4. A Bidder and its Members which are not established or incorporated in South Africa must produce a tax clearance certificate or equivalent certificate translated into English, if applicable, from the local revenue authority where they are established or incorporated to demonstrate that they are in good standing with that authority.

CERTIFICATE OF ACQUAINTANCE WITH THE REQUIREMENTS OF THE RFP

NAME OF ENTITY:

We [insert name of Bidder] _____do hereby certify that we acquainted ourselves with all the documentation comprising the requirements of the RFP as received on _____ *[insert date]* from TNPA in respect of the Project for which we submitted our Bid Response.

We furthermore agree that TNPA shall recognise no claim from us for relief based on an allegation that we overlooked any terms and conditions of the RFP or failed to take it into account for the purpose of calculating our offered concession or otherwise.

SIGNED at _____ on this _____ day of _____ 20____.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER



Annexure T

CERTIFICATE OF ACQUAINTANCE WITH CONDITIONS OF CONTRACT WITH
TNPA

NAME OF ENTITY: [insert name of Bidder] _____

We _____ do
hereby certify that we acquainted ourselves with all the documentation comprising the Terminal
Operator Agreement and the provisions of Annexure KK of the RFP as received on
_____ *[insert date]* from TNPA in respect of the Project for which we submitted
our Bid Response.

We furthermore agree that TNPA shall recognise no claim from us for relief based on an allegation
that we overlooked any requirement of the Terminal Operator Agreement or failed to take it into
account for the purpose of calculating our offered concession or otherwise.

We also note the obligations as set out in the Terminal Operator Agreement.

SIGNED at _____ on this _____ day of
_____20____

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

BREACH OF LAW FORM

NAME OF ENTITY:

We _____

do hereby certify that we have/have not been [delete as applicable] found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Bidder is required to disclose excludes relatively minor offences or misdemeanours, e.g., traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH:

Furthermore, we acknowledge that TNPA reserves the right to exclude any Bidder from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20__.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER



RFP No: TNPA : TNPA/2025/02/0006/90040/RFP

RFP deadline for questions / RFP Clarifications: Before 25 June 2025

TO: TNPA

ATTENTION: The Tender Administrator

EMAIL:

DATE: _____

FROM: _____

RFP Clarification No *[to be inserted by TNPA]* ...

REQUEST FOR RFP CLARIFICATION

[illegible]

SUPPLIER INTEGRITY PACT

1. **TNPA's** Integrity Pact requires a commitment from Bidders to TNPA that they have not, nor will they engage in any:
 - 1.1 corrupt and fraudulent practices;
 - 1.2 anti-competitive practices; and
 - 1.3 act in bad faith towards each other.
2. The Integrity Pact also serves to **communicate TNPA's Gift Policy as well as** the remedies available to TNPA where a Bidder contravenes any provision of the Integrity Pact.
3. Bidders are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request.

NAME OF ENTITY:

We _____
do hereby certify that we have acquainted ourselves with all the documentation comprising the TNPA Integrity Pact. We agree to fully comply with all the terms and conditions stipulated in the TNPA Supplier Integrity Pact.

4. We furthermore agree that TNPA shall recognise no claim from us for relief based on an allegation that we overlooked any terms and conditions of the Integrity Pact or failed to take it into account for the purpose of submitting our offer.

5. We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire TNPA Integrity Pact as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20 ____.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER



Annexure X

Standard RFP Response Form: Information about Bidder

1. INSTRUCTIONS FOR COMPLETION OF THE RESPONSE FORM

Structure of the Questionnaire

The questionnaire has been structured in sections so that the capability and suitability of the Bidder and its Members can be tested in each of the following areas to encompass general capability or suitability and technical ability.

Information about the Bidder (Bidder's Details);

Member Information;

Government Contracts; and

Legal Proceedings.

Notes for Completion

Please note that each section may relate to one or more entities and care should be taken to ensure that each Member provides a completed response for the general sections and those which relate to their speciality or experience. Certain sections of the response form may have to be duplicated and completed in respect of the Bidder and each Member.

Please answer using the electronic forms, in the manner and space provided for in the response forms in this Annexure X (Standard RFP Response Form: Information about the Bidder) of the RFP, the questions stated in the following sections as fully as possible. Extra pages may be appended to the response form if necessary.

Bidders should note that the provision of false or misrepresenting information may result in an entity's exclusion from the RFP.

To the extent that some of the information sought and responded to by each Bidder and its Members constitute its or their views and opinions on certain issues, TNPA is under no obligation to accommodate any such views and or opinions at any later stage of the procurement process but reserves the right to hold the Bidder (and relevant Member) thereto.

Information about the Bidder

Please state (in the format provided):

the name of the Bidder, indicating whether or not it is incorporated and the date of its legal formation. If a Bidder is a Company, the Bidder must submit the Constitutional Documents of the Company. If the Bidder is a joint venture or consortium, the Bidder must submit a signed joint venture or consortium agreements between the Members clearly stating the percentage split of the joint venture or consortium and the associated responsibilities of each Member. If such a joint venture or consortium agreement is unavailable, the Members must submit confirmation in writing of their intention to enter into a joint venture or consortium agreement should they be appointed as Preferred Bidder by TNPA through this RFP. This written confirmation must clearly indicate the percentage split of the business and the responsibilities of each Member;

BIDDER INFORMATION	
Name of Bidder	
Legal status: (e.g. Limited Liability Company or Joint Venture or Consortium)	
Date of legal formation of Bidder	
HEAD OFFICE	
physical address:	
postal address:	
e-mail address:	
telephone number:	
telefax number:	

name and contact details of the contact person for the Bidder for purposes of this RFP. If the Bidder is an unincorporated joint venture or consortium, this will be the lead member of the Bidder who is responsible for the submission of an RFP Bid Response. The contact details are to include the physical address, postal address, e-mail address, telephone and telefax numbers of that person;

CONTACT PERSON / LEAD MEMBER FOR THE BIDDER	
Name:	
Physical address:	
Postal address:	
E-mail address:	
Telephone numbers:	
Telefax number:	

the names of all those persons that will be Lenders, Legal Advisors, Financial Advisors and technical consultants in respect of the Bid Response and the Project and their respective roles and responsibilities:

NAME	LEGAL	ROLES AND RESPONSIBILITIES
ADVISORS		

NAME	FINANCIAL	ROLES AND RESPONSIBILITIES
CONSULTANTS		

NAME	TECHNICAL	ROLES AND RESPONSIBILITIES
ADVISORS		



the Bidder's Legal and Financial Advisors must provide a written declaration of interest where they disclose any potential or existing conflicts of interest due to any affiliation or relation with TNPA, Transnet or any other Government official or person with the ability to influence the decision of TNPA and/or other Bidders. Relationship will include a relationship formed on the basis of any one or more of (i) family (including spouses and in-laws), (ii) friendship, (iii) business acquaintance, (iv) professional engagement, or (v) employment. If the Advisor has something to declare, please provide all details in the space provided below. If the Bidder or Member has nothing to declare, please insert "*nothing to declare*" in the space provided below. Failure by the relevant Advisors to disclose an interest may result in the Bidder being disqualified from the RFP.

Please attach to this response form an organogram which details the entire structure of the Bidder with explanatory notes in respect of the identity and role of each Member of the Bidder.

Member Information



Please state (in the format provided) the following name and contact detail information in relation to each Member:

name and legal status of the Member, its registration number, date and country of registration;

registered address and website address (if any) of each Member;

street address, postal address, telephone number and telefax numbers and e-mail address of each Member; and

the person dealing with this RFP and the Bid Response on each Member's behalf and their contact details.

[The tables in this section must be duplicated and completed for each Member of the Bidder.]

MEMBERS INFORMATION	
Name of Member:	
Legal status: (e.g. Limited Liability Company, Trust, or Joint Venture or Consortium or other)	
Registration:	
Date and country of registration:	
Registered address of the Member:	

Website address, if any:	
HEAD OFFICE	
Physical address:	
Postal address:	
E-mail address:	
Telephone numbers:	
Telefax number:	
CONTRACT PERSON INFORMATION	
Name:	
E-mail address:	
Mobile number:	
Telephone number:	
Telefax number:	



Please state (in the format provided) the following key personnel information in relation to the aforementioned entities:

the full names and addresses of (i) each director or equivalent of each Member; and

	NAME OF DIRECTOR OR EQUIVALENT	ADDRESS

Brief description of each Member's primary business and main products or services, comprising of no more than 4 (four) pages.



Brief history of each Member, comprising of no more than 4 (four) pages, including detail of any parent or associated companies and any changes in ownership of the Member, over the last 5 (five) years:

Brief description, comprising of no more than 4 (four) pages of the Member's main customers and suppliers and highlighting any associations with or sales to any entities within the Government sector:



Please attach the following information in respect of each Member to this Schedule:

certified copies of all Constitutional Documents, including all documents that evidence changes thereto, such as change of name certificates;

certified copies of documents that evidence the Member's directorship; and

particulars of share capital showing classes of shares and amounts of authorised and issued share capital, including relevant copies of share registers and/or share option details.

Please provide (in the format provided) the following information in relation to either the Bidder or the Member with the appropriate experience:

a brief description of the leadership and project management capabilities of the Bidder or the Member in operation and maintenance or similar projects, including the outcomes of those projects and the time periods from development to financial close of those projects;

a detailed description of how the Member or Bidder will approach the leadership and control and co-ordination of the Bidder during the bid preparation phase, negotiations phase and the Operation and Maintenance phase of the Project should the Bidder be appointed as Preferred Bidder and then awarded the Terminal Operator Agreement to implement the Project, as the case may be;



a detailed description of how the Member or Bidder will deliver and or co-ordinate an experienced project management, Operation and Maintenance management, legal and finance team capable of delivering the Project on a fully integrated basis.

Government Contracts

Please state (in the format provided) the following information in relation to each Member forming part of the Bidder:

Details of any contracts awarded to the Member by the Government in the last 3 (three) years:



Brief details of any contracts awarded to the Member by other governments during the last 3 (three) years, highlighting any Liquid Bulk Terminal and/or port related Construction, operation and maintenance of the Liquid Bulk projects:

Details of the bidding processes of any similar projects from which any of the Members withdrew, indicating the reasons for withdrawal and whether any claim and/or legal proceedings was made against the Member by the relevant government in relation to the bid process:

Details of any current Liquid Bulk Terminal concession projects for which any of the Members are bidding and their status (for example: preferred bidder, short-listed) in respect of such projects:

Legal Proceedings [Each of these sections must be duplicated and completed for the Bidder and each Member.]

Please provide (in the format provided) the following information in respect of the Bidder and each of the Members:

whether any order of a court for that Bidder's and/or its Member's winding up has been granted. If so, please advise whether such order has been for the purposes of *bona fide* reconstruction or amalgamation or not;

whether the Bidder and/or its Members has ever been or is currently subject to, liquidation, business rescue or insolvency proceedings or equivalent proceedings in a foreign jurisdiction, and if so, please provide details thereof, including the current status and the outcome of such proceedings;

whether the Bidder and/or its Members or any director thereof is currently being prosecuted for or has been convicted of a criminal offence, including fraud and corruption, related to the conduct of its business or profession in South Africa and worldwide. If so, please provide details thereof as well as the outcome or current status thereof;

whether the Bidder and or its Member is currently or has been engaged in any disputes in respect of the provision of services with any supplier and/or client within the last 3 (three) years to the value above R5 million (five million Rand). If so, please furnish details of the nature of such dispute as well as the current status or outcome thereof;



whether the Bidder and/or its Member has suffered a deduction for liquidated or ascertained damages in respect of any government contract within the last 3 (three) years. If so, please furnish details of the reasons for such deductions; and

whether the Bidder and/or its Member has had any government contract cancelled or not renewed, for failure to perform in accordance with the terms thereof.

Annex NN – Letter of Support Template from Lender

Dear Sirs,

1. **Transnet National Port Authority – Cape Town– tender for 25 (twenty – five) year concession for a Liquid Bulk Terminal in the Port of Cape Town (the Project)**

We, [Lender] ("**abbreviated Tier 1 Lender name**"), are delighted to provide this letter of support to [Bidder name] ("**abbreviated Bidder name**") in our role as External Debt provider to [name of project vehicle] in respect of its Bid Response to the Request for Qualification and Proposals for [xxx] (Tender no:) ("**the RFP**").

This letter details the work we have undertaken in our role as External Lender to confirm our support to [abbreviated Bidder name] in the Bid Response to the RFP.

For purposes of this letter, the capitalised terms shall have the meanings assigned in the RFP, unless the context requires otherwise.

In support of the Bid Response from [abbreviated Bidder name] we confirm that, except as specifically stated in this letter, we have completed sufficient due diligence to enable us to issue this letter of support. We are not aware of any material issues that may impact on the proposed External Debt or the achievement of Financial Close other than those indicated below.

[insert material issues (if any)]

Specifically, we have received and reviewed the following information:

1. The RFP and the Terminal Operator Agreement ;
2. The Base Case Financial Model(s) based on our offered terms and required sensitivities [insert name of Financial Model];
3. A model audit review opinion for the Financial Model(s) submitted in the Bid Response dated [insert date of model audit opinion letter], prepared by and signed off by [the Bidder's model auditor]. We confirm that any issues raised from the model audit opinion letter have been discussed with [insert bidder name] and confirm that, to our knowledge, there are no material issues that may impact on the Project or achievement of Financial Close and confirms in particular that the tariff formula is correctly reflected ; and

4. The Business Plan

Timetable

We are of the opinion that the proposed transaction is deliverable as currently structured and within the proposed timetable to Financial Close. The Project has preliminary credit committee approval. Obtaining final credit approval is not expected to impede the proposed timetable. Our analysis to date confirms that the Project lies within our expected risk and return profile.

Legal

In providing this letter of support we confirm that we have reviewed the RFP and the Terminal Operator Agreement.

Following this review we confirm acceptance of the commercial terms and risk profile presented in the Terminal Operator Agreement.

Technical

We have reviewed the technical and commercial details of this Bid Response and confirm that there are no material issues in relation to the technical and commercial aspects of the Bid Response that may impact on the achievement of Financial Close.

Financial

In providing this letter of support we confirm that, we have reviewed the Financial Model to be submitted with the Bid Response and have performed all required sensitivities and are satisfied that Financial Close is achievable within the timeframes indicated by the Bidder in its Bid Response.

We confirm that the Banking Case Financial Model accurately reflects the relevant terms in the term sheet.

Terms

[Attach term sheet]

We confirm our commitment to keeping the terms attached in the term sheet, subject to material changes to the Bid Responses resulting from conducting further due diligence as identified in paragraph 6 below.

Other conditions

[Please identify other conditions if any, with regards to the Project generally, as well as Bidder specific issues.]

Annexure Y

Letter of Support Template from Lender

Dear Sirs,

1. **Transnet National Port Authority – Cape Town– tender for 25 (twenty – five) year concession for a Liquid Bulk Terminal in the Port of Cape Town (the Project)**

We, **[Lender]** ("**abbreviated Tier 1 Lender name**"), are delighted to provide this letter of support to **[Bidder name]** ("**abbreviated Bidder name**") in our role as External Debt provider to **[name of project vehicle]** in respect of its Bid Response to the Request for Qualification and Proposals for **[xxx]** (Tender no:) ("**the RFP**").

This letter details the work we have undertaken in our role as External Lender to confirm our support to **[abbreviated Bidder name]** in the Bid Response to the RFP.

For purposes of this letter, the capitalised terms shall have the meanings assigned in the RFP, unless the context requires otherwise.

In support of the Bid Response from **[abbreviated Bidder name]** we confirm that, except as specifically stated in this letter, we have completed sufficient due diligence to enable us to issue this letter of support. We are not aware of any material issues that may impact on the proposed External Debt or the achievement of Financial Close other than those indicated below.

[insert material issues (if any)]

Specifically, we have received and reviewed the following information:

1. The RFP and the Terminal Operator Agreement ;
2. The Base Case Financial Model(s) based on our offered terms and required sensitivities **[insert name of Financial Model]**;
3. A model audit review opinion for the Financial Model(s) submitted in the Bid Response dated **[insert date of model audit opinion letter]**, prepared by and signed off by **[the Bidder's model auditor]**. We confirm that any issues raised from the model audit opinion letter have been discussed with **[insert bidder name]** and confirm that, to our knowledge, there are no material issues that may impact on the Project or achievement of Financial Close and confirms in particular that the tariff formula is correctly reflected ; and

4. The Business Plan

Timetable

We are of the opinion that the proposed transaction is deliverable as currently structured and within the proposed timetable to Financial Close. The Project has preliminary credit committee approval. Obtaining final credit approval is not expected to impede the proposed timetable. Our analysis to date confirms that the Project lies within our expected risk and return profile.

Legal

In providing this letter of support we confirm that we have reviewed the RFP and the Terminal Operator Agreement.

Following this review we confirm acceptance of the commercial terms and risk profile presented in the Terminal Operator Agreement.

Technical

We have reviewed the technical and commercial details of this Bid Response and confirm that there are no material issues in relation to the technical and commercial aspects of the Bid Response that may impact on the achievement of Financial Close.

Financial

In providing this letter of support we confirm that, we have reviewed the Financial Model to be submitted with the Bid Response and have performed all required sensitivities and are satisfied that Financial Close is achievable within the timeframes indicated by the Bidder in its Bid Response.

We confirm that the Banking Case Financial Model accurately reflects the relevant terms in the term sheet.

Terms

[Attach term sheet]

We confirm our commitment to keeping the terms attached in the term sheet, subject to material changes to the Bid Responses resulting from conducting further due diligence as identified in paragraph 6 below.

Other conditions

[Please identify other conditions if any, with regards to the Project generally, as well as Bidder specific issues.]

HARBOUR MASTER'S WRITTEN INSTRUCTIONS, 2007

Issued in terms of the National Ports Act No. 12 of 2005, Section (74)(3)

HARBOUR MASTER'S WRITTEN INSTRUCTIONS FOR THE HANDLING OF BULK
FLAMMABLE LIQUIDS..... 1

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HARBOUR MASTER'S WRITTEN INSTRUCTIONS FOR THE HANDLING OF
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HARBOUR MASTER'S WRITTEN INSTRUCTIONS FOR THE HANDLING OF BULK FLAMMABLE LIQUIDS

These written instructions are issued by the Harbour Master in terms of rule 110(1)(a) of the Port Rules, which are issued in terms of section 80(2) of the National Ports Act, and section 74(3) of that Act.

1. Purpose of these instructions

The purpose of these written instructions is to ensure safety, security, efficiency, good order and the protection of the environment.

2. Application of these instructions

In addition to the Port Rules, these written instructions apply at a port to *tankers* that are conveying, discharging or shipping *flammable liquids* in bulk or during bunkering operations.

3. Interpretation

(1) In these instructions, unless the context indicates otherwise —

- (a) "*cargo deck*" means the deck of the *tanker* on which openings to oil are situated;
- (b) "*certified chemist*" means a person who holds a B. Sc degree in chemistry or a recognised equivalent certificate, or who has successfully completed a specialised course in Chemical Tanker or Oil Tanker Safety Training Program in accordance with the South African Code of Maritime Qualifications published by *SAMSA*, and who has at least two years laboratory experience and specialised training in the testing of atmospheres in vessels;
- (c) "*flammable liquids*" means a liquid, or mixture of liquids, or liquids containing solids in solution or suspension (except substances otherwise classified on account of their dangerous characteristics), which give off a flammable vapour at or below 61 degrees Celsius closed-cup test (corresponding to 65.6 degrees Celsius open-cup test), normally referred to as the "flashpoint". This includes liquids offered for transport at temperatures at or above their flashpoint, and, substances transported or offered for transport at elevated temperatures in a liquid state, which give off a flammable vapour at temperatures equal to or below the maximum transport temperature;
- (d) "*flammable liquid in bulk*" means any flammable liquid conveyed otherwise than in containers;
- (e) "*flash point*" means the lowest temperature at which the application of a flame causes the vapour above a liquid to ignite when the product is heated under prescribed conditions, in a closed container;
- (f) "*gas free*" means that the tank, compartment or container has sufficient fresh air introduced into it in order to lower the level of any flammable, toxic or inert gas to that required for any purpose;
- (g) "*industry guidelines*" means the industry reference works referred to in rule 41(1), as amended from time to time.

- (h) "*Prohibited area*" means any area declared as a *prohibited area* by the Authority and includes the entire water surface within 30 metres of the *tanker*;
- (i) "*tank*" means any hold, tank, compartment, pipeline (whether ashore or afloat), or any enclosed place, which contains or has contained any *flammable liquid in bulk*, or any sludge, deposit or residue from the flammable liquid or bulk;
- (j) "*Tanker*" means a vessel designed to carry liquid cargo in bulk, including a combination carrier being used for this purpose.
- (k) "*Vapour pressure*" means the absolute pressure of a liquid exerted by the gas produced by evaporation from the liquid when gas and liquid are in equilibrium at the prevailing temperature and the gas or liquid ratio is effectively zero.

4. *Industry guidelines*

- (1) All persons involved in the handling of bulk flammable liquids must comply with the standards, procedures, practices and requirements set out in the *industry guidelines*, as amended from time to time, including:
 - (a) The International Safety Guide for Oil Tankers and Terminals (presently in its fifth edition);
 - (b) Marine Terminals Baseline Criteria and Assessment Questionnaire;
 - (c) Liquified Gas Handling Principles on Ships and in Terminals;
 - (d) Ship/Shore Interface Safe Working Practice for LPG and Liquified Chemical Gas Cargoes;
 - (e) Guidelines for the Handling, Storage, Inspection and testing of Hoses in the Field;
 - (f) Chemical carriers entered into the CDI Scheme.
- (2) The Harbour Master may permit a vessel to follow a procedure or practice other than those required by the *industry guidelines* or these written instructions, if he or she is satisfied that the other procedure or practice is as safe as that required by the *industry guideline* or these written instructions and it is in the interests of security, good order, protection of the environment and the effective and efficient working of the port.
- (3) Contravention of a procedure or practice substituted pursuant to sub-rule (2) is deemed to constitute a contravention of the practice or procedure required by the *industry guidelines* or these written instructions.

5. Safety measures on berthing

- (4) The terminal operator in a port must on berthing cause a telephone and a VHF radio communication link to be established with port control.
- (5) A *tanker* must not lie within 30 meters of any other vessel except by express direction of the Harbour Master, but in case of transshipment this sub-rule may be departed from on the written authority of the Harbour Master.

6. *Tanker* moorings

- (1) All *tanker* moorings must be capable of being readily cut or slipped from both the *tanker* and the shore in case there is an emergency.
- (2) Wire towing pendants must be rigged at all times while the *tanker* is in a port.
- (3) Wire towing pendants must be made fast to bitts and ranged out through bow and stern on a *tanker's* offshore side so that it is convenient to tugs.
- (4) If insulation is required between the *tanker* and pipelines, all moorings must be insulated with fibre tails for a distance of at least two metres. The fibre tails must be at least 25% stronger than the wire ropes to which they are attached.

7. Safety measures after berthing

- (1) The main engines, steering engine, or deck machinery of a *tanker* may not be immobilised, except with the permission of the Harbour Master.
- (2) A *tanker* must be sufficiently manned for the purposes of dealing with any situation that may detrimentally affect the safety, security, good order and the protection of the environment.
- (3) The terminal operator must ensure that fire-fighting personnel are in attendance at all times when a *tanker* is berthed in the port and is —
 - (a) loaded with flammable liquid having a flashpoint of less than 61 degrees Celsius; and
 - (b) in ballast, but is not gas-free.
- (4) The Harbour Master may order the removal of a *tanker* that has *flammable liquids* on board from the berth at which it is lying, if the Harbour Master is of the opinion that this is in the interests of safety.

8. Hoses

- (1) The hoses that are used must be sufficiently flexible to allow for any movement of the *tanker* whilst moored.
- (2) All connections must be properly and tightly made, with oil-tight gaskets and every bolthole in the flange being securely fastened.
- (3) In the event of any section of flexible hose showing signs of bulging or of percolation, the section in question must be replaced immediately.
- (4) The flexible hose must be supported and raised above the deck wharf level.
- (5) Drip pans must be placed under each joint where practicable and the flexible hose and drip pans must be kept under constant supervision at all times while pumping is in progress.

9. Safety measures during handling of cargo

- (1) No loading or discharge of *flammable liquids* after sunset may take place unless deck lighting is provided to the satisfaction of the Harbour Master.
- (2) Before any cargo handling operations commence, the master must —
 - (a) ensure that all scuppers are plugged effectively; and
 - (b) all sea valves and overboard discharges in the pump rooms and cofferdams are securely closed and remain closed and lashed during discharging or shipping operations.
- (3) A *tanker's* manifold valves and shore pipeline valves must be kept closed until —
 - (a) a hose connection has been made;
 - (b) the vessel's cargo valves have been set and outlet valves checked; and
 - (c) safety precautions have been complied with.
- (4) As soon as pumping has commenced and when full pressure has been reached, the *tanker's* officer on duty and the terminal operator must ensure that no oil or ballast is discharged into sea or onto the quayside.
- (5) In order to minimize the risk of spills, the pressure during pumping must be increased gradually and all flexible pipe joints must be carefully examined during this period.
- (6) The terminal operator must secure the *tank* immediately after all *flammable liquids* have been removed from that *tank*.
- (7) The lid of any tank may only be opened after it has been established that the *tank* is *gas-free*.

10. Conditions when pumping or ballasting may be stopped

- (1) The Harbour Master may order that pumping of *flammable liquids* or ballasting be stopped if —
 - (a) There is spillage of flammable liquid beyond a minor drip leakage;
 - (b) Anything occurs that necessitates repair to the plant, pipes, pumps or connections;
 - (c) If there is a failure of lighting either on the *cargo deck* or on the wharf;
 - (d) An electric storm is approaching and during that storm;
 - (e) If there is any undue concentration of vapor being detected in the accommodation, engine room or pump room; or

- (f) Anything occurs or any condition is observed, which in the opinion of the Harbour Master, may not be conducive to the safe working of the *tanker* or may endanger the *tanker*, wharf or be threat to safety, security or protection of the environment.
- (2) If the Harbour Master orders that pumping be stopped, then pumping may only be resumed with the Harbour Master's permission and in accordance with the Harbour Master's safety precautions and directives.

11. Safety measures for the handling of stores and equipment

- (1) The handling of the stores and equipment of a *tanker* must be completed before any *tank* on the *tanker* is opened for any purpose whatsoever.
- (2) Stores for consumption on the voyage may be loaded during cargo handling operations only if they carried on board by hand or are placed aboard on the after-deck away from the discharge and the loading manifolds.

12. Repairs

- (1) A *tanker* that is conveying or has conveyed *flammable liquids* may not enter a repair quay unless it is certified *gas free* by a *certified chemist*.
- (2) A *tanker* that is conveying or has conveyed *flammable liquids* may not carry out any repairs while it is in a port, unless –
 - (a) a gas-free certificate for the vessel has been issued or all the tanks are inert;
 - (b) the Harbour Master has permitted the repairs; and
 - (c) the vessel abides by the Harbour Master's conditions that are determined in the interests of maintaining safety, security, good order and the protection of the environment.
- (3) The Harbour Master may direct that —
 - (a) a fresh gas-free certificate issued by a *certified chemist* be obtained daily before work is commenced or at any time if, in the opinion of the Harbour Master, this is in the interests of safety;
 - (b) work be suspended until a further gas-free certificate is obtained, if, during the course of the work, the Harbour Master is of the opinion that there is any risk of flammable vapour or a threat to safety.
- (4) The Harbour Master may permit minor repairs to be carried out on board a *tanker*, but may specify conditions for that work in the interests of safety, security, good order and the protection of the environment, including the following:
 - (a) a gas-free certificate must be obtained daily in respect of the tank, compartment or hold where the minor repairs are to be carried out and for each adjoining tank, compartment or hold.

- (b) a sign must be prominently displayed on each tank hatch on the *cargo deck* indicating the condition of that tank, namely "danger" or "gas-free", as the case may be.
 - (c) similar signs must be displayed at the entrance to any hold or compartment affected.
 - (d) "Danger" signs must have white letters on a red background.
 - (e) "Gas-free" signs must have black letters on a white background.
 - (f) any electrical equipment required to carry out repairs may be examined and approved by the Harbour Master, if the Harbour Master so directs.
- (5) Despite the provisions of this rule, repairs, other than minor routine maintenance, may be carried out in the engine room of a *tanker* if the Harbour Master has approved the repairs.
- (6) If a *tanker* is not gas-free, the Harbour Master may permit immobilisation at a berth outside the security area designated by the Harbour Master, but;
- (a) only before breaking cargo or after completion of discharging or ballasting; and
 - (b) when all openings, except the gas-line vent, are closed.
- (7) Until a *tank*, compartment or hold has been certified gas-free, no person may —
- (a) take into or within close proximity of the *tank*, compartment or hold anything that could cause ignition; or
 - (b) enter the *tank*, compartment or hold, unless the person is —
 - (i) provided with a suitable self-contained breathing apparatus consisting of a helmet or face-piece that has the necessary connections for the person to breath outside air;
 - (ii) wearing a safety belt connected to a lifeline that is tended by two persons; and
 - (iii) kept in sight at all times by one of the attending persons.
- (8) No portable electronic device or any device that is capable of emitting or causing a spark that has not been certified intrinsically safe by a recognized testing authority may be used in any *prohibited area*.
- (9) No person may enter, remain in or leave a *prohibited area* at a *tanker* berth without a permit issued by the Harbour Master.
- (10) When cargo is being handled or ballast taken on board, all *cargo deck* doors and ports as well as all upper deck doors facing the *cargo deck* must be kept closed. These doors may only be opened for the purpose of entry and exit where this is essential to the working of the *tanker*.

13. General safety measures

- (1) A *tanker* within the port's limits may only open a *tank* after the *tanker* is either berthed or is at anchor for safety purposes.
- (2) During loading or ballasting of *tankers* excluding chemical parcel *tankers* operations the gases displaced must, as far as possible, be vented up the mast or wherever the extremity of the gas line is placed.
- (3) *Flammable liquids* in bulk may be handled only at the places provided for that purpose at the port and as directed by the Harbour Master.
- (4) No flammable liquid of any description and no water that is contaminated with oil or flammable liquid may be discharged, or allowed to escape, into a port.
- (5) The master of a *tanker* may not discharge clean ballast into a port before back loading without the permission of the Harbour Master.
- (6) No work of any description that might cause a fire may be performed on a *tanker* or within a *prohibited area* except with the permission of the Harbour Master.

HARBOUR MASTER'S WRITTEN INSTRUCTIONS FOR THE HANDLING OF FLAMMABLE LIQUID CONTAINERS

These written instructions are issued by the Harbour Master in terms of rule 110(1)(b) the Port Rules, which are issued in terms of section 80(2) of the National Ports Act, and section 74(3) of that Act.

1. Purpose of these instructions

The purpose of these written instructions is to ensure safety, security, efficiency, good order and the protection of the environment.

2. Application of these instructions

In addition to the Port Rules, these written instructions apply at a port to vessels conveying, shipping or discharging containers that hold or held *flammable liquids*.

3. Interpretation

(1) For the purposes of these instructions —

- (a) "*Certified chemist*" means a person who holds a B. Sc degree in chemistry or a recognised equivalent certificate, or who has successfully completed a specialised course in Chemical Tanker or Oil Tanker Safety Training Program in accordance with the South African Code of Maritime Qualifications published by *SAMSA*, and who has at least two years laboratory experience and specialised training in the testing of atmospheres in vessels;
- (b) "*Empty container*" means a container that has contained flammable liquid having a *flash point* not exceeding 61 degrees Celsius;
- (c) "*Flammable liquids*" means a liquid, or mixture of liquids, or liquids containing solids in solution or suspension (except substances otherwise classified on account of their dangerous characteristics), which give off a flammable vapour at or below 61 degrees Celsius closed-cup test (corresponding to 65.6 degrees Celsius open-cup test), normally referred to as the "flashpoint". This includes liquids offered for transport at temperatures at or above their flashpoint, and, substances transported or offered for transport at elevated temperatures in a liquid state, which give off a flammable vapour at temperatures equal to or below the maximum transport temperature;
- (d) "*Flash point*" means the lowest temperature at which the application of a flame causes the vapour above a liquid to ignite when the product is heated under prescribed conditions, in a closed container;
- (e) "*Gas free*" means that the tank, compartment or container has sufficient fresh air introduced into it in order to lower the level of any flammable, toxic or inert gas to that required for any purpose;

- (f) "*Prohibited area*" means that area on the wharf adjacent to the vessel conveying, discharging, or shipping *flammable liquids* in containers, demarcated as a *prohibited area* by means of a fence or barricade or ropes and notice boards.

4. Notices of prohibited areas

During shipping and discharging operations of containers carrying or having carried *flammable liquids*, the Harbour Master may require that the wharf area be barricaded off and one or more notice boards bearing the words "*NO SMOKING*" and "*PROHIBITED AREA*" be displayed conspicuously.

5. Loading and discharging of flammable liquid containers

- (1) Containers with *flammable liquids* and *empty containers* that had *flammable liquids* in them must be discharged directly into trucks or semi-trailers or loaded directly from trucks and semi-trailers into the vessel.
- (2) Despite sub-rule (1), if the Harbour Master is of the opinion that this is not practicable, the containers may be stacked in an open space that has been demarcated for this purpose.
- (3) A flammable gas intensity detector must be provided by the vessel and retained in the custody of a fire fighter contracted by the vessel, who must, before the handling of cargo and at half-hourly intervals during handling, conduct tests in the hold of the vessel to establish whether any dangerous concentration of gas exists.
- (4) In the event of a dangerous concentration of gas being detected —
 - (a) all operations must cease and the hold must be evacuated and ventilated; and;
 - (b) normal operations may not be recommenced without the hold being certified *gas-free*.
- (5) Flammable liquid containers and *empty containers* that had flammable liquid in them may not be handled during electrical storms.
- (6) *Flammable liquids* in containers may not be discharged or shipped unless the containers are certified ISO containers.
- (7) Damaged containers may only be discharged with the approval of the Harbour Master and subject to the conditions that he or she may impose in the interests of safety, security, good order and the protection of the environment.
- (8) No quantity of *flammable liquids* in excess of 25 kilolitres may be stacked within a port except with the permission of the Harbour Master and subject to the conditions that he or she may impose in the interests of safety, security, good order and the protection of the environment.
- (9) No repair work within the hold, or on adjacent decks, or within adjacent compartments, may be carried out except with the permission of the Harbour Master and subject to the conditions that he or she may impose in the interests of safety, security, good order and the protection of the environment.

6. Stowing of flammable liquids

- (1) When *flammable liquids* in transit are stowed in a hold that is not opened or stowed on deck, precautionary measures must be taken as may be required by the Harbour Master in the interests of safety, security, good order and the protection of the environment.

- (2) If *flammable liquids* in transit are stowed in a hold which is being worked for other cargo, no person may smoke or carry out any repair work in that hold, and sufficient fire fighters, equipped with a flammable gas-intensity gas detector, must be in attendance while the hold is being worked.

Annexure BB

B-BBEE Verification Certificate

Bidders are to note the requirements for B-BBEE compliance as required by Clause 26 (THE RFP SOCIO-ECONOMIC OBJECTIVES AND REQUIREMENTS) of this RFP and submit proof of their B-BBEE Contributor Status Level in the form of a B-BBEE verification certificate in order to obtain preference points for their B-BBEE status.

B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.

Business Case Guidelines

Bidders will be required to submit a detailed business case including as a minimum the information listed below. The Business Case is mandatory and will contribute to the scoring as detailed in the RFP.

1) Executive Summary

2) Company Description

Shareholding of entity

B-BBEE Shareholding

Advisors

Products and services

Long Term Aim of Business

Objectives

S.W.O.T. Analysis

Economic Development Spin-Offs (development & Operational phases)

3) Technical aspects

TECHNICAL CRITERIA	ITEM
Previous experience and track record	<ul style="list-style-type: none"> Number of years operating in the Liquid Bulk sector (any area and Commercial Sea Port) and number of terminals operated or currently operating.
Throughput volumes	<ul style="list-style-type: none"> Average throughput volumes over the past 3 years (m³ per annum)
Market analysis	<ul style="list-style-type: none"> a clear statement of the vision, mission, and strategic objectives of the Bidder; value proposition of business, identification of the status quo market and services at the Port; identification of the potential market and segment analysis for the Facility; a market strategy which includes a SWOT analysis; economic spin-offs per market segment; provide the short, medium, and long-term projection forecast; provide the strategy for open access (Third Party access) sustainability and growth assumptions of the multi-purpose Terminal; and details of sources of information on all market information or analysis
Commercial and Operations Analysis	<ul style="list-style-type: none"> Profitability and price forecast; Liquid Bulk distribution plan between berth, storage area, and road tankers to end-users. Competitor analysis;
Project schedule	<ul style="list-style-type: none"> a project schedule, highlighting key sequential milestones and relevant timelines
Preliminary Design	<ul style="list-style-type: none"> Terminal plan layout of the full site arrangement indicating <ul style="list-style-type: none"> Safety infrastructure and equipment Linkages to the pipeline, and road for distribution Other

SHE Requirements	<ul style="list-style-type: none"> • Environmental Management <ul style="list-style-type: none"> ○ ISO 14001:2004 Environmental Management System or the equivalent ○ A typical environmental risk assessment that is associated with the intended infrastructure and its operation. It should identify aspects and impacts and mitigation controls in respect thereof • Occupational Health & Safety <ul style="list-style-type: none"> ○ an Occupational Health and Safety policy that deals with the Bidder's commitment in their current business signed by a director of the Bidder or another properly delegated person ○ a valid letter of good standing from the Department of Employment and Labour or Federated Employers Mutual Assurance or equivalent. ○ the budgeted amount assigned to health and safety for the duration of the Project • Risk Management <ul style="list-style-type: none"> ○ a business continuity management plan from the Bidder's existing business aligned to a recognised BCM system that will ensure that resilience is considered as part of the Bidder's operations in order to mitigate potential business continuity risks to the Project ○ a separate risk management plan aligned to a recognised written SHE management system which stipulates how the risks pertaining to construction, development, and operational phases will be identified, assessed, and managed by the Bidder • Health and Safety Performance <ul style="list-style-type: none"> ○ Compliance Strategy/framework ○ Comprehensive Risk Assessment ○ Health and Safety policy document together with objectives and targets ○ The bidder must have an existing Safety Management System (SMS) Certificate which is certified by a recognised body or assurance audit
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4) Financial Aspects

FINANCIAL CRITERIA	ITEM
Profitability EBITDA	<ul style="list-style-type: none"> • Profitability of the Bidder averaged over the past 3 (three) year period
Proposed funding model	<ul style="list-style-type: none"> • The Bidder must provide the proposed funding model that supports the business case and capital investment required • The source of the capital investment required must be explained in terms of the debt/equity structure
Past Experience in raising capital	<ul style="list-style-type: none"> • The details for each Member relating to its past experience (within the last 20 (twenty) year period) of raising debt on a project finance and or corporate finance basis, which demonstrates an ability

	to: (i) provide equity; (ii) secure and structure such equity; and (iii) letters from the lenders or funders that provided the finance setting out their role and confirming the Member's past experience in raising the capital disclosed in response to the criterion
Operational Cost (projected)	<ul style="list-style-type: none"> • Maintenance Cost • Environmental Management Cost • Other Operating Costs
Operational Revenue (projected)	<ul style="list-style-type: none"> • Income generation information, providing revenue generation streams and indicating the cyclical nature of the business (both Qualitative and quantitative information) • Other revenue sources identified
Key Financial Indicators (projected)	<ul style="list-style-type: none"> • Cash flow projections • Present value of future cash flow • Profit and lost accounts (projected) • Statement of financial position (projected) • Return on investment
Key Financial Ratios (projected)	<ul style="list-style-type: none"> • Current • Solvency

5) Marketing strategy for the Terminal

6) Appendices

Concession Fee Offer

NAME OF ENTITY: [insert name of Bidder]

We _____ do

hereby offer R_____ per square meter per month of the total available land size of
6289m² for project site.

1. We agree that this rental offer is subject to acceptance by TNPA and is also subject to negotiation at the discretion of the TNPA.
2. The offered rental amount or if applicable, the negotiated and agreed upon rental amount will be incorporated in the Terminal Operator Agreement.

We also note the obligations as set out in the Terminal Operator Agreement.

SIGNATURE OF BIDDER

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: transnetetenders.azurewebsites.net

Tender Requirements

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Publication of tender

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders), you can access National Treasury's eTender Publication portal: www.etenders.gov.za or <https://registers.cidb.org.za/PublicTenders/TenderSearch> for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on <https://secure.csd.gov.za/>.

Tender submission

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams

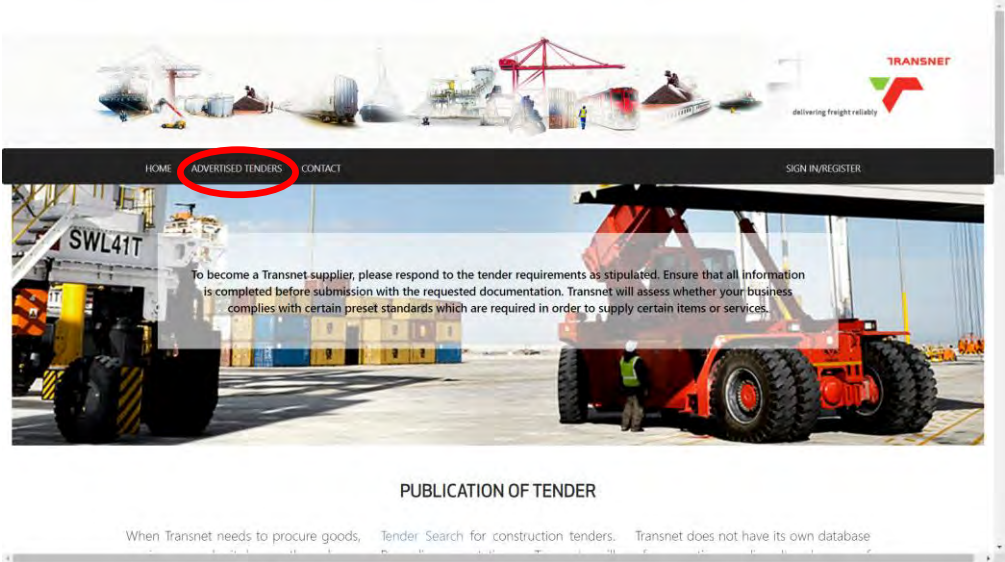
Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

Division	Name	Email Id	Telephone No
TPT	Sindile Mxunyelwa	sindile.mxunyelwa@transnet.net	031 308 8389
TFR	Prudence Nkabinde	prudence.nkabinde@transnet.net	011 584 0821
TE	Nompilo Dlamini	tendercomplaints.transnetengineering@transnet.net	012 391 1374

- eTender Links
- Transnet SOC Ltd Tenders
 - Transnet Port Terminals RFQ/Tenders
 - Transnet Freight Rail Tenders

Advertised Tenders

1. Click on the ADVERTISED TENDERS link to view all published tenders



NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date



Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign In
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. On the list of advertised tenders, click on the View Details button to view tender information

Open TendersOther Tenders

Show▼entriesSearch:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	View Details
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	View Details
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	View Details
TCC/2022/01/0011/RFQ	QA RFQ for Performance Testing	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	View Details
TPT/2022/01/17/RFP	QA RFQ for Performance Testing 2	QA RFQ for Performance Testing 2		12/31/2022 12:00:00 AM	Open	View Details

Showing 1 to 5 of 9 entries

FirstPrevious12NextLast

Activate

3. Click on the Attachment link to view documents attached to the tender

TRANSNET E-TENDERS

Tender Reference Number	T/89
Description	Cabling Tender
Tender Type	RFP
Contact Person	Kgotso Lesiba
Contact Person Email Address	KgotsoL@globalcomputing.co.za
Date Published	1/1/0001 12:00:00 AM
Closing Date	1/1/0001 12:00:00 AM
Briefing Date And Time	1/1/0001 12:00:00 AM
Briefing Details	TBA
Location Of Service	Transnet
Name Of Institution	TNPA
Tender Category	Services
Tender Status	Active
Tender Type	RFP
Attachments	test.pdf

Register

1. Click on the SIGN IN/REGISTER link on the Transnet E-Tenders landing page

delivering freight reliability

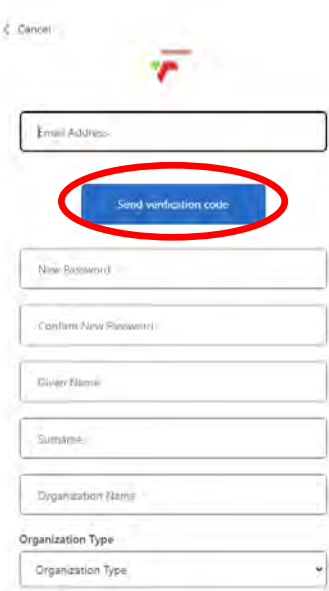
HOMEADVERTISED TENDERSCONTACTSIGN IN/REGISTER

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. Enter your email address and click on the Send Verification Code button.



A screenshot of a registration form. The 'Email Address' field is highlighted with a red circle. Below it, the 'Send verification code' button is also highlighted with a red circle. Other fields include 'New Password', 'Confirm New Password', 'Given Name', 'Surname', 'Organization Name', and a dropdown for 'Organization Type'.

3. Enter the verification code received via the email address provided then click on the Verify Code button



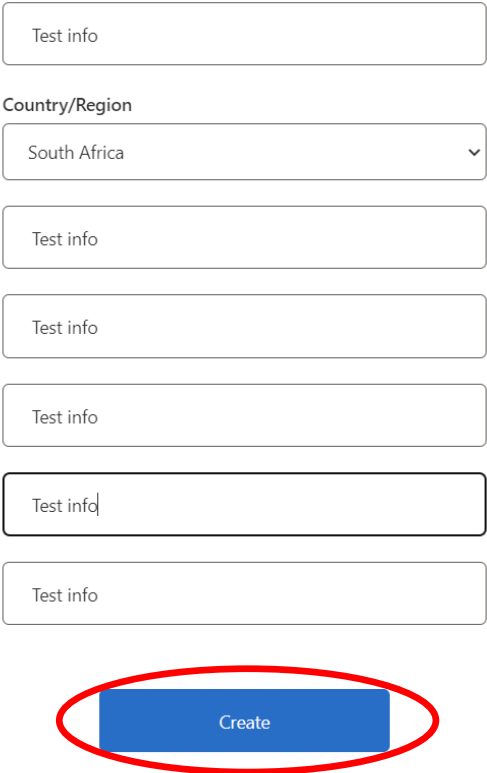
A screenshot of a verification form. A message at the top says 'Verification code has been sent to your inbox. Please copy it to the input box below.' The email 'dmkwilliams@gmail.com' is shown. The verification code '731564' is entered in the input box. Below the input box, the 'Verify code' button is highlighted with a red circle. Other fields include 'New Password', 'Confirm New Password', 'Given Name', 'Organization Name', and 'Surname'.

4. Verification notification is displayed. Complete all other fields.



A screenshot of a form after email verification. A message at the top says 'E-mail address verified. You can now continue.' The email 'dmkwilliams@gmail.com' is shown. Below it, the 'Change e-mail' button is highlighted with a red circle. Other fields include 'New Password', 'Confirm New Password', 'Given Name', 'Organization Name', 'Surname', 'Central Supplier Database Number', 'Company Registration Number', a dropdown for 'Country/Region', and 'Secondary Email Address'.

5. Click on the Create button



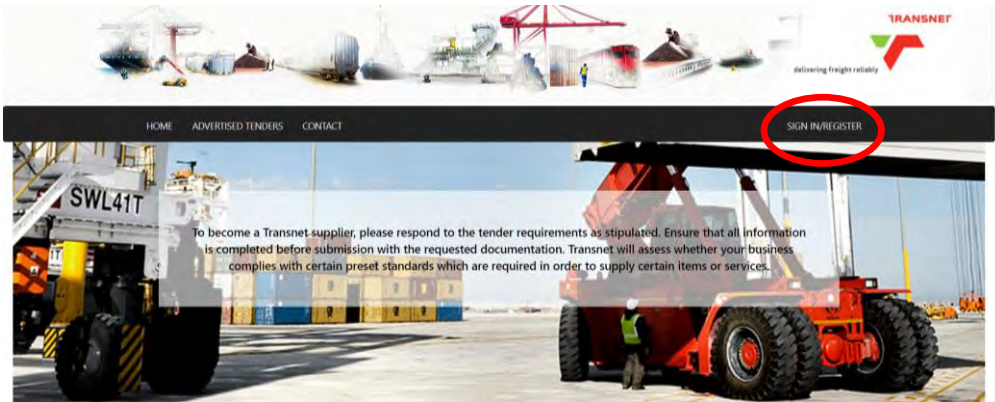
A screenshot of a final form. It contains several 'Test info' input fields. A dropdown menu for 'Country/Region' is set to 'South Africa'. At the bottom, the 'Create' button is highlighted with a red circle.

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
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- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Sign In

1. Click on the SIGN IN/REGISTER link on the Transnet E-Tenders landing page



2. Type the email address you entered and the password you created during registration and click on the Sign In button

Sign in with your email address

[Forgot your password?](#)

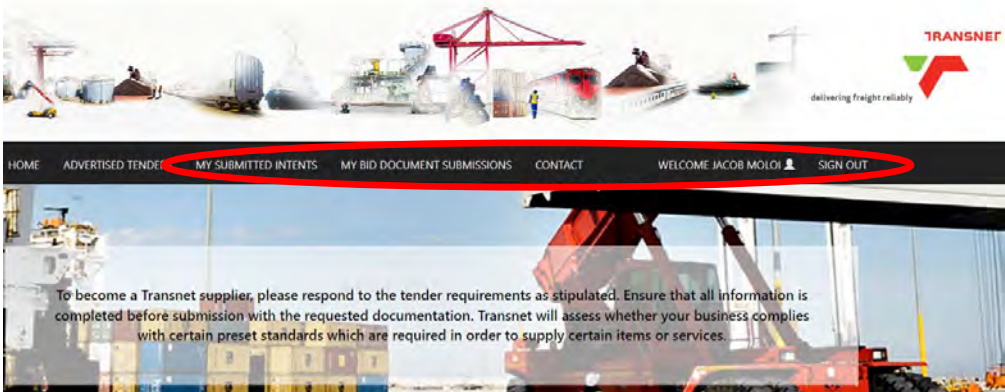
[Sign in](#)

[Don't have an account?](#) [Sign up now](#)

Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

Registered user navigation

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the Advertised Tenders menu option to view published tenders.



Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Tender Details

1. Click on the View Details button to view tender information

Open TendersOther Tenders

Show▼ entriesSearch:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	<div>View Details</div>
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	<div>View Details</div>
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	<div>View Details</div>
TCC/2022/01/0011/RFQ	QA RFQ for Performance	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	<div>View Details</div>

Submit Intent to Bid

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and Log An Intent To Bid by clicking on the slider button.

Tender Details

Tender Reference Number

TE/2022/01/0012/RFQ

Name Of Tender

QA Public RFQ

Description

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Tender Type

RFQ

Contact Person

Sonwabile Mtatyana Transnet Corporate Johannesburg

Contact Person Email Address

Sonwabile.Mtatyana@transnet.net

Date Published

1/19/2022 1:51:25 PM

Closing Date

1/26/2022 12:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Carlton Centre

Name Of Institution

TE

Tender Category

Goods

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

PNG File.PNG

PowerPoint File.pptx

Text File.txt

Log An Intent To Bid

Activate V
Go to Setting

2. A notification will be displayed informing you that your intent has been successfully submitted.

Intent to Bid

Your request to log an intent to bid has been succesfully submitted.

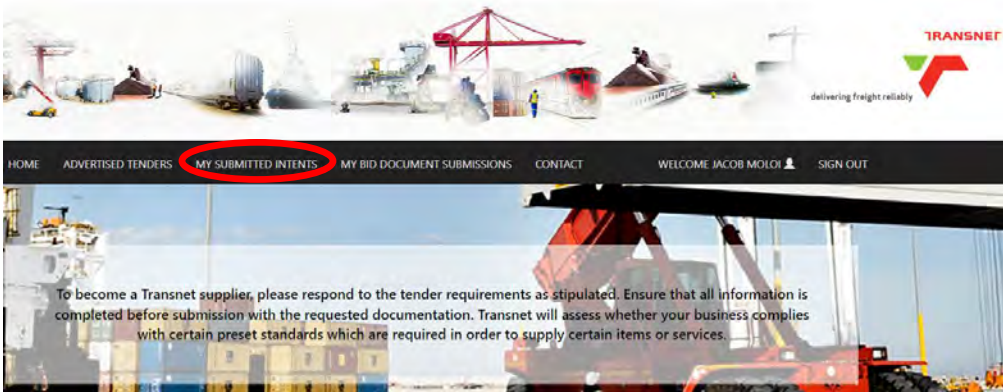
Close

Topics

- Tender Requirements
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- View Tender Details
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- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Intent Submissions

1. On the landing page, click on the My Submitted Intents menu option.



2. From the list of submitted intents, click on the View Details button to view details about the item.

MY SUBMISSION INTENTS

Show 10 entries

Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details
TE/2021/12/0003/RFQ	test creation from app	tet		12/31/2021 12:00:00 PM	View Details
TE/2021/12/0004/RFQ	Test Approval Thulani	Test		12/10/2021 12:00:00 AM	View Details
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	View Details
TNPA/2021/12/0003/RFQ	Test Tender For Jacob	Test Tender For Jacob	12/6/2021 2:00:00 AM	12/8/2021 12:00:00 PM	View Details
TP/2021/12/0002/RFQ	QA Tender 10 - to be cancelled after it has been published	QA Tender 10 - to be cancelled after it has been published	12/7/2021 9:00:00 AM	12/28/2021 9:00:00 AM	View Details
TP/2021/12/0006/RFQ Non-Technical	App-Register new Non-Technical RFQ Tender with no briefing details-Mod	App-Register new Non-Technical RFQ Tender with no briefing details-Mod		1/20/2022 8:00:00 AM	View Details

3. Details and attachments can be viewed on this page. You can also Ask for Clarity (submit a query) from this page.

SUBMISSION INTENT DETAILS

Tender SummaryAsk for Clarity

QA Public RFQ
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Submit Tender Documents

Briefing Session

Closing Date
1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf


Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Ask for Clarity (Submit Query)

1. On the Submission Intent Details pate, click on the Ask for Clarity tab.


SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity**  Submit Tender Documents

QA Public RFQ
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)


Briefing Session
Closing Date
1/26/2022 12:00:00 AM

Attachments
 Excel File.xlsx


Under 'Submit Queries Below' type your questions in the fields.


2. Click on the Delete (trash can) button to delete a field (row)
3. Click on the blue Add (+) button to add another field (row)
4. Click on the Submit All Questions button.



SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity**  Submit Tender Documents

Submit queries below






Q1 

Q2 

Q3  

Submit All Questions **Cancel**

Briefing Session
Closing Date
1/26/2022 12:00:00 AM

Attachments
 Excel File.xlsx
 IPFG File.jpg
 PDF File.pdf
 PNG File.PNG
 PowerPoint File.pptx

5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.

Tender Summary **Ask For Clarity**  Submit Tender Documents

Q3

No Response From Transnet

Q1



No Response From Transnet

Briefing Session
Closing Date
1/26/2022 12:00:00 AM

Attachments
 Excel File.xlsx
 IPFG File.jpg

6. At the bottom of the screen you can add additional questions

Submit queries below

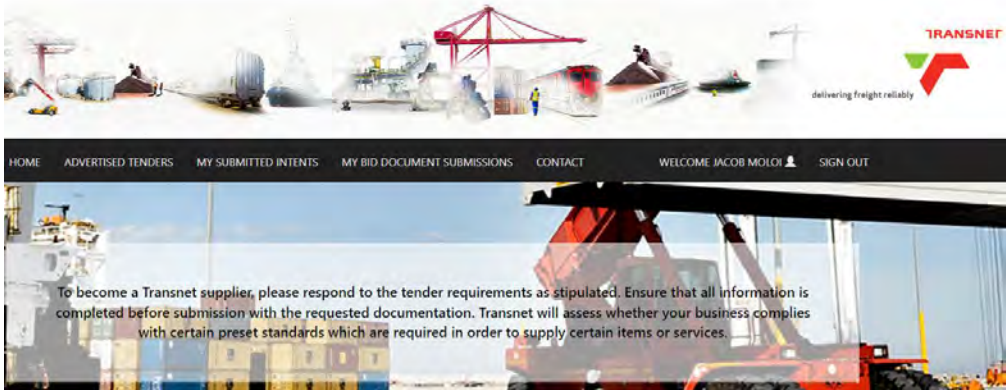
Submit All Questions **Cancel**

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Submit Tender Bid Documents

1. Click the My Submitted Intents menu option.



2. From the list of submitted intents, click on the View Details button to view details about the item.

Show 10 entries Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details

3. Details and attachments can be viewed on this page. Click on the Submit Tender Documents link.



4. Click the Choose Files button and select the files to upload.
5. Click on Submit Bid

QA Public RFQ
Closing Date: 1/26/2022 12:00:00 AM
11/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

File Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

Submit Bid

Tariff Book

April 2025 to March 2026



Picture: Tug Lentswe
Port of East London

Annexure FF

TRANSNET NATIONAL PORTS AUTHORITY

PORT TARIFFS

Twenty Fourth Edition

1 April 2025

Issued by:

Transnet National Ports Authority
N2 Neptune Road, Off Klub Road, Port of Ngqura, Gqeberha

ISBN 978-0-620-56322-2

**The tariff book is available on the
Internet Website Address:**

www.transnetnationalportsauthority.net

DISCLAIMER

Transnet National Ports Authority can not assure that the Tariff Book is free of errors and will therefore not be liable for any loss or damages arising from such errors.

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LIST OF TRANSNET NATIONAL PORTS AUTHORITY FEES AT THE SOUTH AFRICAN PORTS OF TRANSNET SOC (Ltd)

Definitions

“Act” means the National Ports Act No. 12 of 2005.

“Agent” refers to all representatives having commercial dealings with a vessel or its cargo, unless the context indicates that it refers to a particular kind of agent, and includes a vessel’s agent and a cargo agent.

“Authority” means Transnet National Ports Authority, a division of Transnet SOC Ltd.

“Cargo” means any cargo, goods, wares, merchandise, and articles of every kind whatsoever, including animals, birds, fish, plants and containers, carried, or intended to be carried, over the port infrastructure by sea.

Claims for adjustment or refund of port fees

All claims related to fees raised by the Authority in terms of the Authority’s Tariff Book will, for prescription purposes, be dealt with strictly in terms of the Prescription Act, Act No. 68 of 1969

“Coaster” refers to vessels carrying cargo exclusively between SA ports, on a regular schedule. To qualify as a bonafide coaster, an application must be lodged and approved by the Authority.

“Coastwise cargo” means cargo moving by sea between SA ports.

“Container operator” means any person providing international transportation of containerised goods, and approved by the Commissioner for the South African Revenue Service under section 96A of the Customs and Excise Act 91 of 1964, as amended, for operating containers in the Republic.

“Entering port” means a vessel entering the port’s limits.

“passenger vessel” means a vessel that carries more than 12 passengers.

“pleasure vessel” means a vessel, however propelled, that is used, or intended to be used, solely for sports and recreation and that does not carry more than 12 passengers.

“fees” means all fees, charges and dues contemplated in Section 73 of the Act. (The fees in the Tariff Book are for the basic services only and other fees may be levied in the event of a departure from or addition to basic services.) Fees will be raised at the time the service is performed excluding, where tariffs are adjusted annually where the actual time of vessel arrival will be used for cargo dues purposes.

“fishing vessel” means a vessel that is used for the purpose of catching fish or other living resources of the sea for financial gain or reward.

“Harbour Master” means the employee of the Authority appointed for each port as contemplated in section 74(3) of the Act.

“length” refers to the length overall (LOA) and means —

- i) in the case of a registered vessel, the length shown in the certificate of registry; and
- ii) in the case of a vessel licensed in terms of section 68 of the Merchant Shipping Act, 1951 (Act No. 57 of 1951), the length shown in the licence.

“master” means any person, other than a pilot, having charge or command of a vessel or pleasure vessel.

“ISO container” means a freight container with the specifications prescribed by the International Organization for Standardisation.

“owner” means any person to whom a vessel or pleasure vessel or a share in a vessel or pleasure vessel belongs or any other organisation or person, such as the manager or charterer, who has assumed the responsibility for the operation of the vessel or pleasure vessel from the owner of the vessel or pleasure vessel.

“passenger” means any person carried in a vessel, except:

- i) a person employed or engaged in any capacity on board a vessel on the business of the vessel;
- ii) a person on board the vessel either in pursuance of the obligation laid upon the master to carry shipwrecked, distressed or other persons or by reason of any circumstance that neither the master nor the owner nor the charterer (if any) could have prevented; and
- iii) a child under one year of age.

“area of jurisdiction” means the area within which Transnet has jurisdiction at the respective ports as appearing in the Port Regulations.

“Port Regulations” means the Regulations that the Minister of Transport promulgated in the Government Gazette, 23 November 2007.

“Port Rules” are the rules that the Authority may, with the approval of the Minister of Transport, adopt in terms of Section 80(2) of the Act.

“Republic” means the Republic of South Africa.

“Revenue Office” means the Authority’s Revenue Office.

“SAMSA” means the South African Maritime Safety Authority, established as a juristic person by virtue of section 2(1) of the South African Maritime Safety Authority Act No. 5 of 1998.

“shift” means the movement of a vessel from one place in the port to another, and **“shifting”** bears a corresponding meaning.

“small vessel” means a commercial small vessel that:

- i) is registered in the Republic;
- ii) lies in, is used in or operates from a port; and
- iii) includes a tug, fishing vessel, launch, barge, lighter, rowing boat, ski boat, sailing boat, yacht or similar vessel, or a hulk of any of the vessels enumerated, but excludes a pleasure vessel.

“tanker” means a vessel designed to carry liquid cargo in bulk, including a combination carrier being used for this purpose.

“Tariff Book” means the Tariff Book contemplated in section 72 of the Act.

“Transshipment” means an act of off-loading cargo from one ship (generally at the hub port) and loading it onto another ship to be further carried to the final port of discharge outside SA ports.

“Transnet” means Transnet SOC(Ltd) registration No. 1990/00900/30.

“Unit of tonnage” means

1 metric ton (1 000 kg), subject to a minimum of 1 ton, except for the following:

- A vehicle is a purposely built mobile machine on wheels/tracks that is capable of being steered/driven/towed (Including wagons, bicycles, motor vehicles, motorcycles, cars, trucks, buses, railed vehicles, locomotives, tamping machines), Watercraft (ships, boats), Aircraft (helicopters and spacecraft).
- Bulk liquids = 1 kilolitre
- The metric tonnage for tariffing purposes of cargo dues shall include all packaging i.e. mass of cargo, cases, pallets, bags etc.

“vessel” means any water-navigable vessel or structure and includes a passenger vessel, ship, seaplane, small vessel and a non-displacement vessel, but excludes a pleasure vessel, to which Part B of Chapter 2 applies.

“vessel agent” means the agent or owner of the vessel.

“vessel in need of assistance” means a vessel in a situation, apart from one requiring rescue of persons on board, that could give rise to the loss of the vessel or an environmental or navigational hazard.

“vessel’s tonnage” (excluding Section 6) means the tonnage for port tariff purposes is the gross tonnage of a vessel as per the tonnage certificate issued in terms of the Tonnage Convention 1969. (NOT converted to cubic metres.)

Where the vessel’s tonnage is not available, the highest tonnage reflected in Lloyds Register of Shipping, is acceptable.

“VTS” means the vessel traffic service of a port administered by the Authority in respect of a VTS zone.

Importer/Exporter – the responsible party at the time of ship to shore / shore to ship transfer of cargo.

- Importer = the buyer or nominated representative
- Exporter = the seller or nominated representative

SECTION 1

1.1 LIGHT DUES ON VESSELS

Light dues in accordance with the vessels tonnage definition as follows:

The tonnage of a vessel for port tariff purposes is the gross tonnage of a vessel as per the tonnage certificate issued in terms of the Tonnage Convention 1969. (NOT converted to cubic metres).

Where the vessel's tonnage certificate is not available, the highest tonnage reflected in Lloyds Register of Shipping, is acceptable.

The sea within a distance of twelve (12) nautical miles from the baselines shall be the territorial waters of the Republic. When vessels go beyond twelve (12) nautical miles it would be deemed as being outside the ports territorial waters.

1.1.1 LIGHT DUES

Payable by:

Self-propelled vessels, vessels licensed by the Department of Environmental Affairs and Tourism, at their registered port:

Per metre or part thereof of the length overall per financial year or part thereof.....26.16

All other vessels

Light dues raised at the first South African port of call and remains valid until the vessel departs from the last South African port of call, subject to the following conditions:

1. Vessel does not proceed beyond the borders of the South African coastline as defined.
2. Time spent in South African waters does not exceed 60 days.
 - After 60 days the vessel will be deemed coastal for Light Dues purposes only and will be liable for Light Dues raised on a per calendar month basis.
 - It would still be the vessel's prerogative to request for coastal status within the 60 day window.
3. Vessels remaining within a specific port for extended periods will only be charged once and would not be affected by the length of stay:

Per 100 tons or part thereof.....124.28

Light dues in respect of coasters are payable in terms of a special agreement.

Coaster Light Dues will be raised on a monthly basis to vessels granted "Bonafide Coasters" status. In the event where bonafide coasters enter a South African port following a visit or call from a foreign port, full Light Dues is payable at the first South African port of call.

Exemptions

A reduction of 100% would be allowed in the following instances:

- South African Police Services (SAPS) and South African National Defence Force (SANDF) vessels;
- SAMSA vessels;
- SA Medical & Research vessels;
- Non-self-propelled small and pleasure vessels not used for gain;
- Vessels that remain at the anchorage outside the port except in the following instances:
 - When moored at a single buoy mooring or any similar facility.

1.2 SAMSA LEVY

SAMSA levies as prescribed in the SAMSA Levy Determination Regulations in force are payable by the vessel's owner, charterer, operator or agent.

Exemptions

- Foreign naval / war vessels.

SECTION 2

VESSEL TRAFFIC SERVICES (VTS)

2.1 VTS CHARGES ON VESSELS

VTS charges have been introduced in the interest of safe navigation, pollution and conservancy of the ports based on the gross tonnage of a vessel.

The tonnage of a vessel for port tariff purposes is the gross tonnage of a vessel as per the tonnage certificate issued in terms of the Tonnage Convention 1969. (NOT converted to cubic metres.)

Where the vessel's tonnage certificate is not available, the highest tonnage reflected in Lloyds Register of Shipping, is acceptable.

2.1.1 VTS CHARGES

Payable by:

- Vessels calling all Ports under the control of the Authority, and vessels performing port related services within port limits and approaches to port limits, as follows:

Payable per GT per port call at all ports excluding Durban and Saldanha Bay.....0.57

Payable per GT per port call at the ports of Durban and Saldanha Bay.....0.69

Minimum fee.....250.00

Exemptions

- Vessels belonging to the SAPS and the SANDF;
- Vessels belonging to SAMSA;
- SA Medical & Research vessels;
- Vessels returning from anchorage at the order of the Harbour Master; and
- Vessels resorting under Section 4 , Clause 4.2 (small vessels and pleasure vessels).

SECTION 3

MARINE SERVICES

3.1 GENERAL TERMS AND CONDITIONS

"Ordinary Working Hours"

Port of Mossel Bay

Mondays to Fridays, other than public holidays: 06:00 to 18:00.

Surcharges may apply at the Port of Mossel Bay for marine services provided outside ordinary working hours.

Port of East London

Mondays to Fridays, other than public holidays: 06:00 to 22:00.

Saturdays, other than public holidays: 06:00 to 12:00.

Surcharges may apply at the Port of East London for marine services provided outside ordinary working hours.

Ports of Richards Bay, Durban, Ngqura, Port Elizabeth, Cape Town and Saldanha

00:01 to 24:00 (24 hours service)

Marine Operations available on special request on public holidays i.e. Workers Day, Christmas, New Year's Day, etc.

"Special Services"

Fees are not raised for services performed for the convenience of the port.

Fees for the use of appliances/equipment and for services not provided for herein are quoted on application.

Helicopter Services for Jobs of a Special Nature will be quoted on application.

"Tonnage of Vessels for Port Tariff Purposes"

- The gross tonnage of a vessel as per the tonnage certificate issued in terms of the Tonnage Convention 1969. (NOT converted to cubic metres):

Where the vessel's tonnage certificate is not available, the highest tonnage as reflected in Lloyds Register of Shipping is accepted.

3.2 MARINE SERVICES INCENTIVE

The following incentive applies to the service charges of pilotage, craft assistance and berthing services.

Vessel/Cargo Type	Threshold No. of Vessel Calls	Discount Applicable	Maximum No. of Vessel Calls for Discount
CONTAINER	500	1% (or proportionate) for every 50 calls above Threshold	1500
AUTO CARRIERS	100	1% (or proportionate) for every 10 calls above Threshold	300
BREAK BULK	100	1% (or proportionate) for every 10 calls above Threshold	300
DRY BULK	100	1% (or proportionate) for every 10 calls above Threshold	300
LIQUID BULK	100	1% (or proportionate) for every 10 calls above Threshold	300

These incentives apply per shipping line on a national basis (all port calls) to cargo working vessels only.

3.3 PILOTAGE SERVICES

Pilotage is compulsory at the Ports of Richards Bay, Durban, East London, Ngqura, Port Elizabeth, Mossel Bay, Cape Town and Saldanha with the service being performed by the Authority (Marine Services).

Tonnage of a vessel for Pilotage services purposes:

Ports	Richards Bay	Durban	Port Elizabeth / Ngqura	Cape Town	Saldanha	Other
Per Service (normal entering or leaving the port)	32 864.53	19 753.04	9 521.66	6 732.45	10 268.49	6 950.12
Per 100 tons or part thereof	11.60	10.32	15.21	10.83	14.50	11.14

Pilotage dues for services other than normal entering or leaving the port such as towage, standing by, etc. are available on application.

Any movement of vessels without the consent of the Authority will be subject to full pilotage charges as if the service was performed.

A surcharge of 50% is payable at all ports in the following instances:

- If the pilotage service terminates or commences outside ordinary working hours;
- If the vessel is not ready to be moved 30 minutes after the notified time or 30 minutes after the pilot has boarded, whichever is the later;
- If the request for a pilotage service is cancelled at any time within 30 minutes prior to the notified time and the pilot has not boarded.

A surcharge of 50% is only applicable at the Port of Durban in the following instance:

- If the request for a pilotage service is cancelled at any time within 60 minutes prior to the notified time and the pilot has not boarded.

At the Port of Saldanha:

PLO duties for pilots on board tanker vessels during stay - charge per hour.....940.70

Exemptions

- Vessels belonging to the SAPS and SANDF except if pilotage services are performed on request.

3.4 SURVEY/EXAMINATION OF SMALL VESSELS AND LIFE SAVING APPLIANCES

Fees for surveying/examination of small vessels, Per service.....1 497.56

Fees for surveying/examination of life saving appliances, Per service.....653.52

3.5 PILOTAGE EXEMPTION CERTIFICATE

Vessels up to and including 30 metres in length overall

Per metre or part thereof.....147.30

Minimum.....1 473.09

Vessels over 30 metres up to 50 metres in length overall.....4 419.93

plus

per metre or part thereof over 30 metres.....221.04

Vessels over 50 metres up to 70 metres in length overall.....8 839.83

plus

per metre or part thereof over 50 metres.....294.69

Vessels belonging to the SAPS and SANDF are exempted.

Pilotage exemption certificates are valid per financial year.

Pilotage exemptions and ferryman or coxswain licences may be endorsed to cover all vessels belonging to the same company, provided all vessels are licenced and fall within the category covered by the licence. If a licence is extended to incorporate a larger vessel, the applicable fees must be adjusted accordingly.

Note: A pilotage exemption endorsement cannot be applied to vessels that do not have an exemption license.

3.6 TUGS/VESSEL ASSISTANCE AND/OR ATTENDANCE

The table hereunder shows the craft assistance allocation for the varied vessel size ranges.

VESSEL TONNAGE	MAXIMUM NUMBER OF CRAFT
Up to 2 000	0.50
2 000—10 000	1
10 001—50 000	2
50 001—100 000	3
100 000 plus	4

0.50 Represents workboat

The undermentioned fees are payable for tugs/vessels assisting and/or attending vessels, within the confines of the port and are as follows:

- The craft type and number thereof to be allocated for a service will be decided by the port.
- Per service based on vessel's tonnage:

	Richards Bay	Durban	East London	Port Elizabeth / Ngqura	Mossel Bay	Cape Town	Saldanha
Up to 2 000	7 432.27	8 640.61	5 967.92	7 650.21	6 705.00	5 744.28	9 594.28
2 001 to 10 000	13 821.44	13 410.98	8 653.50	11 855.31	8 653.50	8 384.33	16 324.57
Plus							
Per 100 tons or part thereof above 2 000	292.25	285.53	213.33	252.14	184.03	206.60	347.57
10 000 to 50 000	42 459.87	40 861.92	29 676.26	34 241.85	27 393.46	29 447.97	50 221.37
Plus							
Per 100 tons or part thereof above 10 000	107.30	90.17	70.77	77.60	63.91	68.49	109.58
50 001 to 100 000	84 919.75	77 614.83	59 352.52	68 483.68	n/a	57 298.00	95 877.15
Plus							
Per 100 tons or part thereof above 50 000	31.96	34.22	27.39	22.82	n/a	50.23	29.69
Above 100 000	110 395.68	99 301.34	n/a	87 618.82	n/a	84 463.20	118 705.03
Plus							
Per 100 tons or part thereof above 100 000	22.82	25.10	n/a	22.82	n/a	41.09	50.23

Incremental charge "Plus" is per additional 100 ton/part thereof

- A surcharge of 25% is payable for a service either commencing or terminating outside ordinary working hours on weekdays and Saturdays or on Sundays and public holidays;
- A surcharge of 50% is payable per tug when an additional tug/vessel is provided on the request of the master of the vessel or if deemed necessary in the interest of safety by the Harbour Master; (in addition to the maximum allocation as per craft allocation table)
- A surcharge of 50% is payable where a vessel without it's own power is serviced. Should an additional tug/vessel be provided on the request of the master to service such a vessel, a 100% surcharge is payable; (in addition to the maximum allocation as per craft allocation table).
- Should the request for a tug/vessel to remain/come on duty outside ordinary working hours be cancelled at any time after standby has commenced, the fees as if the service had been performed, are payable, i.e. normal fees enhanced by 25%.
- Should a vessel arrive or depart 30 minutes or more after the notified time the fee per tug per half hour or part thereof is (all ports excluding the Port of Saldanha).....8 545.88
- Port of Saldanha.....10 776.55

3.7 MISCELLANEOUS TUG/VESSEL SERVICES

Tanker fire watch, fire fighting and standby services

For remaining/coming on duty outside ordinary working hours for purposes of tanker fire watch and/or fire fighting during or outside ordinary working hours for any other standby services, such as bad weather, for long uninterrupted periods:

When foam is used to combat a fire and/or oil spills all costs incurred will be recovered from the vessel.

Fees available on application.

All ports excluding the port of Saldanha

First 12 hours, per tug per hour or part thereof17 088.33

Maximum.....136 706.84

Following 12 hours up to 24 hours per tug per hour or part thereof.....11 395.56

Maximum for 24 hours.....239 307.63

Thereafter, per tug per hour or part thereof.....8 545.88

At the Port of Saldanha

First 12 hours, per tug per hour or part thereof	21 553.05
Maximum.....	172 434.59
Following 12 hours up to 24 hours per hour or part thereof.....	14 369.87
Maximum for 24 hours.....	301 793.35
Thereafter, per tug per hour or part thereof.....	10 776.55

Mobilisation and demobilisation charge for floating cranes

Minimum fee per service at the Port of Durban.....	47 103.15
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The mobilisation and demobilisation of the floating crane constitutes one service.
The fee is applicable to each vessel serviced.

Floating cranes

For handling loads, per hour or part thereof: At the Port of Durban.....	20 187.08
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The hire period will be subject to a minimum of 2 hours calculated from the time the crane is placed in position to undertake the service, until it is released. The fee is applicable to each vessel serviced.

Other vessel services:

Fees for Large Tug per hour or part thereof.

All Ports, except the Port of Ngqura, Port Elizabeth and Saldanha.....	17 084.97
Port of Ngqura/Port Elizabeth.....	23 406.39
At the Port of Saldanha for services of a special nature.....	21 549.70

Fees for Small Tug/ Workboat per hour or part thereof

All Ports, except the Port of East London, Ngqura and Port Elizabeth.....	6 321.80
Port of East London.....	10 456.90
Port of Ngqura/Port Elizabeth.....	8 660.85

Fees for launch per hour or part thereof

All Ports, Large Launch.....	2 516.66
All Ports, Small Launch.....	1 761.63

Port of Ngqura/Port Elizabeth, Large Launch.....	3 447.76
Port of Ngqura/Port Elizabeth, Small Launch.....	2 413.45

A surcharge of 25% is payable for a service either commencing or terminating outside ordinary working hours on weekdays and Saturdays or on Sundays and public holidays.

Tugs/vessels involved in salvage: Special conditions apply when services rendered constitute salvage. The Authority reserves the right to claim reward for salvage if the service rendered to a vessel in distress constitutes salvage.

3.8 BERTHING SERVICES

The following fees are payable per service, including conveyance of staff, for vessels entering or leaving a port, shifting berth (including warping along the line of a wharf and shifting to or from a drydock or slipway) undergoing engine trials, remooring and crewing, berthing gang standing by or detained at a vessel's request for similar purposes, with or without tug/vessel assisting or in attendance (unmooring and mooring of a vessel when shifting berth or warping alongside the berth.) Berthing services provided when a vessel shifts berth alongside the berth and will be charged on a per service basis and berthing and unberthing will be charged as two separate services.

	Richards Bay	Port Elizabeth / Ngqura	Cape Town	Saldanha	Other Ports
Basic fee	3 371.21	4 074.70	3 240.05	4 252.73	2 974.23
Plus					
Per 100 tons or part thereof	14.29	19.87	15.84	18.01	14.52

A surcharge of 50% will be payable in the following instances:

- If the service either terminates or commences outside ordinary working hours;
- Should the request for the berthing staff to remain/come on duty outside ordinary working hours be cancelled at any time after standby has commenced;
- If the vessel arrives or departs 30 minutes or more after the notified time.

For berthing staff in attendance during or outside ordinary working hours on board tanker vessels, discharging crude and petroleum products (including Liquefied Petroleum Gas vessels) at the Port of Mossel Bay and Port of Saldanha Bay, per hour or part thereof.....

3.9 RUNNING OF VESSEL LINES

Running of vessels' lines is where a launch/mooring boat is used to run the vessels' lines (steel wire lines/mooring ropes) from the ship to the bollard. Running of the vessels' lines or standing by to run lines for vessels entering, leaving or shifting; per service during or outside ordinary working hours:

	Port Elizabeth / Ngqura	Cape Town	Saldanha	Other Ports
Per service	2 406.13	2 516.65	2 213.85	1 756.32
If the service terminates or commences outside ordinary working hours, minimum	4 812.23	3 512.56	4 427.71	3 512.56

If the vessel arrives or departs 30 minutes or more after the notified time, the following charges apply per hour or part thereof, calculated from the notified time until service is completed:

	Port Elizabeth / Ngqura	Cape Town	Saldanha	Other Ports
Per service	2 406.13	2 516.65	2 213.85	1 756.32
If the service terminates or commences outside ordinary working hours, minimum	4 812.23	5 033.30	4 427.71	3 512.56

If the request for a tug/vessel to remain on duty outside ordinary working hours is cancelled at any time after standby has commenced, the following fee per hour or part thereof, will be maintained for the actual period that the tug/vessel remained on duty, subject to a minimum of 2 hours.....1 756.32

At the Port of Saldanha when remooring without tug/pilots occurs, the following fee per service is applicable5 030.60

3.10 HIRE OF MARINE EQUIPMENT/MARINE SERVICES

Each per day of 24 hours or part thereof, if available

Passenger gangways.....	339.79
Mooring ropes at the Port of Saldanha.....	1 604.83

Each per hour or part thereof, if available

Punt hire per hour.....	155.27
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Forklifts at the Port of Mossel Bay per hour

3 ton Forklift.....	567.25
4 ton Forklift.....	631.86

Electric Power: Fees quoted on application

Compressed Air: Fees quoted on application

Any other equipment: Fees quoted on application.

Divers Services (where available): Fees quoted on application

Note: Any rope, mooring spring or strap damaged or destroyed by chafing or cutting shall be paid for by the owner of the vessel responsible. All other equipment damaged through other than by normal wear and tear may be repaired/replaced at the hirer's expense. Fees quoted on application.

SECTION 4

PORT FEES ON VESSELS, MISCELLANEOUS FEES AND SERVICES

4.1 PORT FEES ON VESSELS

The tonnage of vessels for port tariff purposes is the gross tonnage of a vessel as per the tonnage certificate issued in terms of the Tonnage Convention 1969. (NOT converted to cubic metres)

Where the vessel's tonnage certificate is not available the highest tonnage as reflected in Lloyds Register of Shipping is accepted.

4.1.1 PORT DUES

Payable by:

- Vessels entering the port from the time of passing the entrance inwards until the time of passing the entrance outwards;
- Vessels taking in bunkers at the designated anchorage;
- Vessels at offshore moorings or similar facilities, as follows:

Basic fee per 100 tons or part thereof.....	204.58
plus	
per 100 tons or part thereof per 24 hour period, a part of a 24 hour	
period being applied pro rata.....	61.34

Small vessels and pleasure vessels resorting under Section 4 when visiting a port other than at their registered port will be subject to a minimum fee499.95

A reduction of 35% will be allowed in the following instances:

- Vessels not engaged in cargo working for the first 30 days only;
- Bona fide coasters;
- Passenger vessels;
- Small vessels resorting under Section 4, Clause 4.2 when visiting a port other than their registered port.

Vessels in port for longer than 30 days not engaged in cargo working or undergoing repairs will be liable for a 20% surcharge on the incremental fee of port dues.

A reduction of 60% will be allowed to vessels calling for the sole purpose of taking on bunkers and/or stores and /or water or a combination of all three, provided the vessel's entire stay does not exceed 48 hours. This reduction will not be enjoyed in addition to the 35% reduction granted for vessels not engaged in cargo working for the first 30 days only, bona fide coasters, passenger vessels and small vessels resorting under Section 4, Clause 4.2

A reduction of 10% will be limited to liquid bulk tankers in possession of a "Green Award" Certification. Proof of this must be submitted to the Authority prior to vessel sailing.

A vessel remaining in port for less than 12 hours will be allowed a reduction of 15% in addition to other reductions that may be enjoyed.

Exemptions

- Vessels belonging to the SAPS and SANDF;
- Vessels belonging to SAMSA;
- SA Medical & Research vessels;
- The time a vessel occupied a drydock, floating dock, syncrolift or slipway;
- Vessels resorting under Section 4, Clause 4.2 but only at their registered port;
- Fishing vessels licensed by the Department of Environmental Affairs and Tourism, but only within the fishing port declared under the Sea Fisheries Act, 1973 (Act No. 58 of 1973) at Saldanha.
- Vessels calling for the second time, returning from anchorage at the order of the port.

In the event of a coastal vessel entering from a foreign port full port dues would be payable at the first South African port of call.

4.1.2 BERTH DUES

Payable by any vessel occupying a repair quay or any other berth and not handling cargo, in addition to port dues, for each 24 hour period or part thereof as follows:

Per 100 tons or part thereof

Up to 17 700 tons.....	53.67
The following 17 600 tons (up to 35 300 tons.).....	35.51
The following 17 700 tons (up to 53 000 tons.).....	17.85
Over 53 000 tons: No additional fee.	

A vessel paying the fees for the use of a drydock, floating dock, syncrolift or slipway can lie alongside a quay for repairs without paying berth dues for the same number of days as it did inside the drydock, floating dock, or on the syncrolift or slipway.

Vessels calling for the sole purpose of landing/shipping/transshipping cargo are allowed a free period of six cargo working hours before cargo working commences and six cargo working hours after cessation of cargo working per call, at berths other than container handling berths in respect of which the free period is two cargo working hours.

Berth dues are calculated by obtaining the following source documents from the Terminal Operators:

- Bulk and break bulk vessels: the source document is the Crane allocation sheet from the planning department at Multi Purpose Terminal (MPT)/ Transnet Port Terminal (TPT)
- Container vessels: the source is the Terminal Performance Report from the Management Information Systems (MIS) department at TPT
- Other vessels: the source is the Voyage Performance Report from the vessels agents.

Berth dues are calculated by deducting the number of hours worked as per the source document from the period the vessel is in port, taking into account the free periods before and after cargo working hours.

Exemptions

- SAPS and SANDF vessels;
- Vessels lying alongside a berth for the sole purpose of taking in vessel's stores and/or coal and liquid fuel for own consumption are exempted for only 48 hours whereafter the fees specified are payable;
- Vessels resorting under Section 4, Clause 4.2 but only at their registered port;
- Vessels calling for the sole purpose of landing survivors;
- Vessels calling for the sole purpose of obtaining medical assistance;
- SA Medical & Research vessels;
- Passenger vessels on normal business;
- Vessels being fumigated prior to taking in cargo;
- Vessels performing a humanitarian service to South Africans.

Berth dues payable by vessels shipping ore at the ore loading jetty at the Port of Saldanha

Any vessel shipping ore which, after berthing alongside the ore loading jetty and, through no fault of the port, is unable to commence loading within two hours, or which is unable to continue loading for a period exceeding two hours per occurrence, or which occupies the berth after completion of loading and/or a draught survey for a period exceeding two hours, will be subject to berth dues per hour or part thereof based on the vessel's summer dead-mass tonnage (metric tons) and calculated separately for the time exceeding each period of two hours.....1.22

4.2 PORT DUES FOR SMALL VESSELS, HULKS AND PLEASURE VESSELS

Small vessels, hulks and pleasure vessels will be allowed access to the port at the discretion of the port.

Small vessels

Per financial year or part thereof, per metre of length overall, or part thereof:

Non-mechanically propelled boats.....49.89

Self-propelled boats.....83.23

Fishing vessels (however propelled) operating from the fishing harbour at the Port of Saldanha.....146.13

Fishing vessels (however propelled), with non-steel constructed hulls

- For the first 10 metres.....201.02
- Thereafter.....401.97

Fishing vessels (however propelled), with steel constructed hulls

- For the first 10 metres.....405.82
- Thereafter.....811.54

Hulks

Hulks: per metre, per day calculated on the length.....9.76

An application to the Authority must be lodged prior to the event after which written approval will be granted if favourably considered.

If broken up at a commercial wharf import cargo dues is also payable in addition to the hulk fee.

Pleasure vessels

Each per financial year or part thereof:

Rowing boats.....118.81

Other vessels of up to and including 6 metres in length overall.....237.65

Other vessels of over 6 metres in length overall.....475.24

Visiting Vessels (not engaged in trade) Foreign/Local yachts (port dues)

Visiting vessels that are not engaged in trade and do not moor at a commercial berth are allowed a free stay of 30 days in port.

Fees per metre or part thereof of length overall, per day or part thereof.

The following rates must be applied after the 30 day free period.

For the next 90 days, per metre or part thereof of length overall, per day.....2.99

The following 90 days, per metre or part thereof of length overall, per day.....5.90

Thereafter, for the remaining period up to 12 months, per metre or part thereof of length overall, per day.....11.83

If visiting yachts and other visiting pleasure vessels remaining in port for a period in excess of 12 months, per metre or part thereof of length overall, per day.....35.51

4.3 MISCELLANEOUS SERVICES

Fees applicable at ports where these services or equipment are available.

“A” Whether the fire has been extinguished or not on the arrival of the Fire and Emergency Services on the scene.

“B” Whether the “Hazmat” incident has been resolved or not on the arrival of the Fire and Emergency Services on the scene.

“C” Whether the rescue and/or salvage operation has been completed or not on the arrival of the Fire and Emergency Services.

Refer to A, B and C for the following emergency or incidents below

Fees:

4.3.1 FIRE AND EMERGENCY SERVICES

4.3.1.1 Fire tender turn-out fee — Heavy duty (7 000 kg).....3 993.56

4.3.1.2 Fire tender turn-out fee — Light duty.....2 828.01

4.3.1.3 Hazmat (Chemical) vehicle turn-out — Heavy duty (7 000 kg).....3 993.56

4.3.1.4 Hazmat (Chemical) vehicle turn-out — Light duty.....2 828.01

4.3.1.5 Use of the fire tender, equipment and crew.

The fee is per half hour or part thereof.....1 996.75

(Crew=1 x fire officer, 4 x fire fighters for any incident mentioned under A,B,C).

The fee is per half hour or part thereof

4.3.1.6 Use of Hazmat vehicle, equipment and crew.....1 996.75

4.3.1.7 Additional fire fighting staff fee per half hour or part thereof—each additional member of the fire service assisting in any incident mentioned under A, B and C.....334.35

4.3.1.8 Fire fighter on standby duty at the incident including equipment —per half hour or part thereof.....334.35

4.3.1.9 Use of a portable fire pump, chemical transfer pump, generator, “veld fire” pump, bobcat including the fire fighter to operate the pump per half hour or part thereof...531.22

4.3.1.10 Use of additional breathing apparatus. Per set — this is in addition to the breathing apparatus sets carried on the fire tender or hazmat vehicle.....499.95

4.3.1.11 Use of additional chemical protection suits. Per suit — this is in addition to the chemical suit carried on the hazmat vehicle1 996.75

4.3.1.12 Use of fire extinguishers foam per litre.....100.04

4.3.1.13 Use of fire extinguishers. This is in addition to those carried on the fire tender or hazmat vehicle

The fees below include the cost of material, labour and supervision involved in the re-charging of the equipment.

A: 9 Lt water fire extinguisher.....165.66
B: 9 Lt foam fire extinguisher.....199.95
C: 9 kg Dry powder fire extinguisher.....250.00
D: 5-7 kg Carbon Dioxide fire extinguisher.....399.97

4.3.1.14 Emergency support vehicle — R/km.....9.35

4.3.1.15 Tanker Fire Watch at the Port of Saldanha

12-36 Hours Tanker Fire Watch - Tug.....9 100.32
(Maximum fee).....408 351.51
12-48 Hours Tanker Fire Watch - Tug.....7 220.94
(Maximum fee).....492 823.63

4.3.2 FIRE PROTECTION

4.3.2.1 Vessel fire protection duties — fire fighter per hour or part thereof.....371.84
4.3.2.1.1 At the port of Durban — fire fighter (including security) per hour.....631.02

4.3.2.2 Cargo fire protection duties — fire fighter per hour.....371.84
4.3.2.2.1 At the port of Durban — fire fighter (including security) per hour.....631.02

4.3.2.3 “Hotwork” fire safety inspection service.....399.97

4.3.3 FIRE AWARENESS TRAINING (MEALS EXCLUDED)

4.3.3.1 Fire induction course per person per day (1 day).....1 246.81

4.3.3.2 Hazmat awareness course per person (2 days).....2 496.72

4.3.3.3 Fire marshal course per person (1 day).....1 246.81

4.3.3.4 Fire team course per person (2 days).....2 496.72

4.3.3.5 Fire co-ordination course per person (3 days).....3 743.56

4.3.3.6 On site evacuation drills / simulations and feedback.....6 655.88

4.3.3.7 Hazmat training for drivers (2 days).....2 496.72

4.3.3.8 Fire risk assessment per day.....3 327.95

4.3.4 FIRE EQUIPMENT MAINTENANCE

4.3.4.1 Labour cost per hour.....	365.61
4.3.4.2 Service of CO2 fire extinguisher.....	184.36
4.3.4.3 Pressure test and recharge of CO2 fire extinguisher.....	399.97
4.3.4.4 Recharge of CO2 fire extinguisher.....	399.97
4.3.4.5 Service of 9 kg powder fire extinguisher.....	184.36
4.3.4.6 Pressure test and recharge of 9 kg powder fire extinguisher.....	431.27
4.3.4.7 Recharge of 9 kg powder fire extinguisher.....	399.97
4.3.4.8 Service of 9 Lt water fire extinguisher	184.36
4.3.4.9 Pressure test and recharge of 9 Lt water fire extinguisher.....	215.60
4.3.4.10 Recharge of 9 Lt water fire extinguisher.....	184.36
4.3.4.11 Service of 9 Lt foam fire extinguisher.....	184.36
4.3.4.12 Pressure test and recharge of 9 Lt foam fire extinguisher.....	234.34
4.3.4.13 Recharge of 9 Lt foam fire extinguisher.....	199.95
4.3.4.14 Service fire hose reel.....	115.62
4.3.4.15 Service and pressure test hose.....	184.36
4.3.4.16 Service mobile foam fire unit (>9 Lts capacity).....	184.36
4.3.4.17 Pressure test and recharge mobile foam fire unit.....	931.22
4.3.4.18 Recharge mobile foam fire unit (>9 Lts capacity).....	699.96
4.3.4.19 Service mobile powder fire unit.....	184.36
4.3.4.20 Pressure test and recharge mobile powder fire unit (>9 kg capacity).....	931.22
4.3.4.21 Recharge mobile powder fire unit (>9 kg capacity).....	699.96

4.3.5 FIRE EQUIPMENT HIRE

4.3.5.1 Training Facilities Hire per day (excluding fire equipment).....	5 824.72
4.3.5.2 Fire pump hire (per half hour).....	531.25
4.3.5.3 Ejector pump hire (per half hour).....	199.95
4.3.5.4 Fire hose hire (per half hour).....	50.01
4.3.5.5 Branch pipe and nozzle hire (per 8 hr day).....	50.01
4.3.5.6 Fire extinguisher hire (per 8 hr day).....	165.66
4.3.5.7 Fire tender and driver — social functions (per hour).....	3 993.56

4.4 SECURITY SERVICES**4.4.1 Crew Transportation**

Port of Durban:

Vehicle provided by the Authority's security to crew members for vessels at Island View berths 1-8 to transport crew members from vessel to Check Point

Crew Transportation per day.....1 265.42

4.4.2 Fees for other security services are available on application.

4.5 FRESH WATER

Fees for the supply of fresh water are available on application.

4.6 ELECTRICITY

Fees for electricity are available on application.

4.7 REMOVAL OF REFUSE

Fees for the removal of refuse from the port are compulsory (where applicable) and available on application.

4.8 COMBATING OF OIL POLLUTION

The following fees must be raised for the combating of oil pollution in the port area.

- Utilization of oil boom per hour or part thereof.....1 093.47
- Oil spill emulsifier will be charged per litre on applicationOn application
- Fees for any tugs used in the combating operation will be raised separately.

4.9 PASSENGER BAGGAGE: ALL PORTS

Where the Authority is involved in the handling of passenger's baggage, other than manifested baggage, the following fees shall be collected from owners/agents of passenger-carrying vessels for all passengers on embarkation or on disembarkation.

Per passenger.....95.74

4.10 PASSENGERS' LEVY: ALL PORTS

The levy charge will be in addition to the abovementioned baggage charge for all passengers on embarkation or on disembarkation.

Embarkation per passenger.....100.92

Disembarkation per passenger.....100.92

Visiting passenger in transit per call.....100.92

The passenger levy is raised at all ports where passengers embark, disembark or visit the ports. The levy is raised on a per call basis.

4.11 ADMINISTRATIVE FEES

4.11.1 Amending Fees

Amending fees will be applicable for all changes to marine order post invoicing which arise from customer initiated requests

Amending Fee per request.....487.62

4.11.2 Split Account Fees

PRIOR to vessel sailing per party.....499.95

AFTER vessel sailing will result in the split account fee being levied twice per party.

Credit & Re-debit of marine invoice as per client's request after vessel sailing will result in a fee being levied twice.

4.11.3 Voyage Performance Report

Voyage Performance Report must be submitted electronically on the Integrated Port Management System (IPMS), within 24 hours after vessel departs.

Penalty for non submission of Voyage Performance Report2 045.47

SECTION 5

PORT SERVICE LICENCE, PORT RULE LICENCE, PORT RULE REGISTRATION AND PORT RULE PERMIT FEES

5.1 FEES PAYABLE FOR PORT SERVICE LICENCE TO BE ISSUED BY THE AUTHORITY IN TERMS OF SECTION 57 OF THE NATIONAL PORTS ACT, No. 12 of 2005

Licence fees are payable in equal installments, on an annual basis, over the period of the licence.

Fee for duration of licence per port

Floating crane services licence fee.....23 964.75

Stevedore services licence fee.....23 964.75

Waste disposal services licence fee.....23 964.75

5.2 FEES PAYABLE FOR LICENCES, REGISTRATION AND PERMITS TO BE ISSUED BY THE AUTHORITY IN TERMS OF PORT RULES MADE BY THE AUTHORITY IN TERMS OF SECTION 80(2) OF THE NATIONAL PORTS ACT, No. 12 of 2005:

2.1 Port Rule Licences (Fee for duration of licence) per port

Bunkering licence fee..... 23 964.75

Diving licence fee..... 23 964.75

Fire protection and fire equipment installation and maintenance licence fee.....23 964.75

Pest control licence fee.....23 964.75

Pollution control licence fee.....23 964.75

2.2 Port Rule Registration (Fee for duration of registration) per port

Vessel agent registration fee.....788.32

2.3 Port Rule access permit for persons and vehicles

Persons ad hoc access permit fee.....free

Persons longer-term access permit fee.....free

Motor vehicle access permit fee per financial year.....348.90

2.4 Port Rule permits for small vessels and pleasure vessels

Small vessel permit fee.....free

Pleasure vessel permit fee.....free

2.5 Replacement of permits

Permit replacement fee.....444.51

5.3. FEES PAYABLE FOR LICENCES FOR ENVIRONMENTAL COMPLIANCE

Hull Cleaning Permit Fee per annum20 124.98

SECTION 6

DRYDOCKS, FLOATING DOCKS, SYNCROLIFTS AND SLIPWAYS

6.1 GENERAL TERMS AND CONDITIONS

“Ordinary working hours”

Ports of Cape Town and East London

According to the custom of the facility.

Port of Durban

07h00 - 17h00 Weekdays

“Week-ends and Public Holidays”

Special permission must be obtained for work to be undertaken on Saturdays, Sundays and public holidays. Special arrangements must also be made for the provision of salt water, compressed air, craneage etc. outside normal working hours.

“Tonnage of vessels for tariff purposes”

The gross tonnage of a vessel in cubic metres (conversion factor 2,83) of a vessel as per the tonnage certificate issued in terms of the Tonnage Convention 1969,

Plus

The tonnage is mass, of all cargo on board.

Where the vessel’s tonnage certificate is not available the highest tonnage as reflected in Lloyds Register of Shipping converted (x2,83) to cubic metres is accepted.

6.2 BOOKING FEES

6.2.1 Bookings at the Ports of Cape Town and East London

The following deposits are required for the use of a drydock, floating dock or syncrolift when a firm booking has been made:

Drydock.....59 680.25

Syncrolift.....14 920.06

Tariffs subject to VAT at 15%: Tariffs in South African Rand

6.2.2 Bookings at the Port of Durban

The following deposits are required for the use of a drydock or floating dock when a firm booking has been made:

Drydock.....59 680.25

6.2.3 Bookings for Slipways at the port of Mossel Bay and Port Elizabeth

The following deposits are required for the use of slipway when a firm booking has been made:

Slipways.....1 790.41

6.3 PENALTIES

1. Should the booking not be taken up or cancelled within 60 consecutive days prior to the booked date, the deposit will be forfeited. If the booking is cancelled greater than 60 days, a full refund will be given
2. Vessels that exceed their allocated scheduled booking dates for the dry-dock, floating dock and syncrolift occupancy period will incur a 40% penalty on dry-dock, floating dock and syncrolift dues for each subsequent 12-hour period of the vessel's overstay on the ship repair facility.

6.4 PREPARATION

6.4.1 Preparation at the Ports of Cape Town and East London

Note: Should the booking of a drydock be cancelled after the preparatory work has begun, preparation fees are payable.

Tons shall mean gross tonnage in cubic metres

Vessels up to 1 000 tons.....2 291.74

Vessels from 1 001 up to 10 000 tons.....4 583.46

Vessels from 10 001 up to 20 000 tons.....9 166.88

Vessels from 20 001 up to 50 000 tons.....13 750.37

Vessels above 50 000 tons.....18 333.76

6.4.2 Preparation at the Port of Durban

The following fees for the preparation of a drydock and floating dock per vessel, are payable:

Drydock.....18 345.70

Tariffs subject to VAT at 15%: Tariffs in South African Rand

6.5 DOCKING AND UNDOCKING OF VESSELS

6.5.1 Docking and undocking of vessels at the Ports of Cape Town and East London

The following fees are payable, per service, for the docking and undocking of vessels (the docking and undocking are regarded as separate services):

Drydock.....13 887.60

Syncrolift.....6 126.16

In the event of a request for services outside ordinary working hours being cancelled after the staff have been brought on duty, fees are payable as if the service was rendered.

6.5.2 Docking and undocking of vessels at the Port of Durban

The following fees are payable, per service, for the docking and undocking of vessels (the docking and undocking are regarded as separate services):

Drydock.....13 887.60

In the event of a request for services outside ordinary working hours being cancelled after the staff have been brought on duty, fees are payable as if the service was rendered.

6.6 DRYDOCK, FLOATING DOCK AND SYNCROLIFT DUES

All charges under Clause 6.6 below are subject to the overstay penalties as specified in Clause 6.3 on page 35.

6.6.1 Drydock: Ports of Cape Town and East London

The following fees which include cramage and salt water during ordinary working hours are payable for the use of a repair facility:

Tons shall mean gross tonnage in cubic metres.

Tariffs subject to VAT at 15%: Tariffs in South African Rand

Drydock	First period of 24 hours or part thereof	Each subsequent 12 hour period or part thereof
Vessels up to 3 000 tons Plus per ton	9 113.19 2.67	4 556.56 0.89
3 001 to 6 000 tons Plus per ton	11 995.72 3.06	5 997.88 1.00
6 001 up to 10 000 tons Plus per ton	21 067.12 3.75	10 533.56 1.48
10 001 to 30 000 tons Plus per ton	22 057.81 3.75	11 028.91 1.48
30 001 to 60 000 tons Plus per ton	45 971.68 3.75	22 985.87 1.27
60 001 to 80 000 Plus per ton	54 661.10 3.75	27 330.57 1.00

Above 80 000 tons, fees are available on application.

6.6.2 Drydock: Port of Durban

The following fees which include crange and salt water during ordinary working hours are payable for the use of a repair facility:

Tons shall mean gross tonnage in cubic metres.

Drydock	First period of 24 hours or part thereof	Each subsequent 12 hour period or part thereof
0 to 30 000 tons Plus per ton	22 075.71 3.75	11 037.84 1.45
30 001 to 60 000 tons Plus per ton	45 971.68 3.75	22 985.87 1.27
60 001 up to 80 000 tons Plus per ton	54 661.10 3.75	27 330.57 0.99

Above 80 000 tons, fees are available on application.

Tariffs subject to VAT at 15%: Tariffs in South African Rand

6.6.3 Syncrolift at the Port of Cape Town

Syncrolift	First 24 hour period or part thereof:	Each subsequent 12 hour period or part thereof
Vessels up to 2 000 tons Plus per ton	1 700.87 3.75	850.46 1.55
Vessel above 2 000 tons Plus per ton	2 238.01 3.75	1 118.99 1.55

6.6.4 Minimum fees

Minimum fees	First 24 hour period or part thereof:	Each subsequent 12 hour period or part thereof
Sturrock and Prince Edward drydocks	51 557.73	21 643.05
Princess Elizabeth and Robinson drydocks	19 781.02	8 841.63
Floating docks	21 663.95	10 831.97
Syncrolift	7 033.32	2 342.45

Note:

Shifting of docking blocks are obtainable on application.

The damage occurred by bar/box keel vessels at any vessel repair facility will be recovered as per damage incurred and at the Authority's discretion.

Special conditions may be applied to Medical, Research vessels or where four and more vessels of a company are drydocked at any of the Authority's drydocks (excluding syncrolift, floating docks and slipways) during a 12 month period.

Details are available on application.

6.7 SLIPWAY

Slipway preparation costs

Note: Should the booking of a slipway be cancelled after the preparatory work has begun, the above mentioned fees are payable:

Vessels up to 1 000 tons.....2 288.73

Docking and Undocking of vessels at a slipway

The following fee is payable, per service for the docking and undocking of vessels (the docking and undocking are regarded as separate services).

Slipway.....1 199.59

Docking and Undocking of vessels at a slipway	First 24 hour period or part thereof:	Each subsequent 12 hour period or part thereof
Vessels up to 2 000 tons Plus per ton	1 700.87 3.75	850.46 1.55
Vessels above 2 000 tons Plus per ton	2 238.01 3.75	932.52 1.55
Minimum fees	4 595.36	1 685.97

6.8 WHARF CRANES

6.8.1 Wharf cranes at the Ports of Cape Town and East London

Outside ordinary working hours only:

One crane will be provided per vessel if required, inclusive of the dues.

Irrespective of the crane lifting capacity, per hour.....1 342.80

6.8.2 Wharf cranes at the Port of Durban

Outside ordinary working hours only.....1 342.80

One crane will be provided per vessel if required, inclusive of the dues.

Additional cranes, irrespective of the crane lifting capacity, will be charged as follows:

Per hour.....1 342.80

6.9 MISCELLANEOUS

Fresh water

Fees for the supply of water are available on application.

Electricity

Fees for the supply of electricity are available on application.

Compressed air

Fees for the supply of compressed air are available on application.

SECTION 7**CARGO DUES ON IMPORTS, EXPORTS, TRANSHIPMENTS AND COASTWISE**

Cargo dues on all commodities, articles, things or containers (full or empty) is levied at all ports. Cargo dues are charged to recover the cargo contribution towards port infrastructure.

UNIT OF TONNAGE

1 metric ton (1 000 kg), subject to a minimum of 1 ton, except for the following:

A vehicle is a purposely built mobile machine on wheels/tracks that is capable of being steered/driven/towed (Including wagons, bicycles, motor vehicles, motorcycles, cars, trucks, buses, railed vehicles, locomotives, tamping machines), Watercraft (ships, boats), Aircraft (helicopters and spacecraft)

Bulk liquids: 1 kilolitre

The metric tonnage for tariffing purposes of cargo dues shall include all packaging i.e. mass of cages, cases, pallets, bags, etc.

- Cargo dues on all commodities, articles, things or containers (full or empty) is levied at all ports.
- The tonnage must be substantiated by presentation of a bill of lading, manifest, packing declaration or supplier's invoices, as the case may be.
- In instances where the tonnage for cargo dues purposes has been incorrectly declared, whether wilful or not, a late order fee will be charged.
- The minimum fee for cargo dues on breakbulk cargo will be based on 1 ton.
- The minimum fee for cargo dues on containers will be based on 1 TEU.
- The following base rates are applicable for commodities not listed in the Tariff Book. The commodity rate remains applicable for products linked to a commodity (e.g., ferro alloys). The fees are applicable as follows:

	Imports	Exports
Breakbulk per ton	31.60	31.60
Liquid bulk per kilolitre	23.61	23.61
Dry bulk per metric ton	7.11	7.11
Breakbulk empty returns per metric ton	4.70	4.70
Motor vehicles on own wheels per metre	169.44	66.85

7.1 BREAKBULK

Commodity	Imports	Exports
1. Alumina	31.60	28.26
2. Articles of cement / sand / stone	28.26	28.26
3. Bait	31.60	28.26
4. Bricks	31.60	28.26
5. Cement & clinker	28.26	5.65
6. Chrome ore	19.49	16.00
7. Citrus fruit	25.99	25.99
8. Clay	28.26	28.26
9. Coal	10.91	4.68
10. Fertilizers	27.67	19.78
11. Fish meal & products thereof	31.60	31.60
12. Fluorspar	28.26	28.26
13. Glass & glassware	31.60	17.75
14. Granite & products thereof	31.60	10.92
15. Gypsum & products thereof	28.26	28.26
16. Iron ore	28.26	28.26
17. Lead & products thereof	28.26	22.58
18. Lime & products thereof	28.26	28.26
19. Logs	31.60	7.56
20. Maize & products thereof	31.10	31.10
21. Manganese ore	19.78	19.78
22. Ores & minerals: Olivine	28.26	31.60
23. Ores & minerals: Other	28.26	28.26
24. Pig iron	28.26	15.04
25. Pitch pencil	28.26	26.40
26. Potash & products thereof	27.67	19.78
27. Salt	28.26	28.26
28. Scrap steel	9.39	9.39
29. Stainless steel (excluding pipes & tubes)	31.60	28.77
30. Steel pellets	10.36	10.36
31. Steel rebars / sheets / plates / angles	28.77	28.77
32. Steel: Cold rolled coils, galvanised, aluzinc coils	28.77	28.77
33. Steel: Hot rolled coils, slabs, billets	28.77	28.77
34. Timber & products thereof (excluding furniture)	31.60	20.69
35. Zinc & products thereof	28.26	28.26
36. Zircon	31.60	28.26

7.2 DRY BULK

Commodity	Imports	Exports
1. Agricultural products / seaweed	19.23	19.23
2. Alumina	19.23	19.23
3. Andalusite	19.23	14.05
4. Barley & products thereof	19.23	19.23
5. Cement & clinker	19.23	6.01
6. Chrome ore	19.23	7.23
7. Coal	12.17	6.20
8. Copper concentrates	19.23	19.23
9. Cotton seed & products thereof	19.23	19.23
10. Ferro alloys	19.23	19.23
11. Fertilizer & products thereof	19.23	19.23
12. Fluorspar & products thereof	19.23	19.23
13. Grain & products thereof	19.23	19.23
14. Gypsum & products thereof	19.23	19.23
15. Iron Ore	19.23	11.08
16. Iron Oxide (Hematite)	19.23	10.21
17. Lead & products thereof	19.23	19.23
18. Maize & products thereof	19.23	16.03
19. Malt & products thereof	19.23	19.23
20. Manganese ore	19.23	10.45
21. Ores & minerals: Magnetite	19.23	5.43
22. Ores & minerals: Silico Manganese	19.23	19.23
23. Petroleum Coke	19.23	19.23
24. Pig iron	19.23	16.03
25. Potash & products thereof	19.23	19.23
26. Rice & products thereof	19.23	19.23
27. Rockphosphate	11.44	11.44
28. Rutile	19.23	19.23
29. Salt	7.03	19.23
30. Soda ash	19.23	19.23
31. Steel: Steel pellets	11.03	8.05
32. Sugar	19.23	19.23
33. Sulphur	7.63	7.63
34. Timber products: Wood shavings, sawdust	19.23	8.41
35. Titanium slag	19.23	19.23
36. Vermiculite	19.23	19.23
37. Wheat & products thereof	19.23	19.23
38. Woodchips	19.23	8.41
39. Zinc & products thereof	19.23	19.23
40. Zircon	19.23	19.23

7.3 LIQUID BULK

Commodity	Imports	Exports
1. Ammonium & products thereof	28.93	28.93
2. Anhydrous ammonia	28.93	28.93
3. Animal / vegetable oils / fats & products thereof	37.11	37.11
4. Caustic soda	37.11	37.11
5. Crude & petroleum products	32.54	18.08
6. Molasses & products thereof	7.08	3.61
7. Phosphoric acid	37.11	37.11
8. Pitch pencil	15.19	37.11
9. Sunflower seed oil	37.11	37.11

7.4 CONTAINERS

The following fees will apply per container as specified:

	Imports	Exports
6m / 20' containers	1 879.72	413.38
12m / 40' , 13,7m/45' containers	3 759.42	826.76
Empty containers, all sizes	77.18	77.18

- ISO containers filled with MT returns of whatever nature being returned for filling, provided a certificate is given to the effect that they are being returned to the original sender for refilling as well as new MT ISO containers will be regarded as an empty container. Transshipments are excluded from this ruling.
- All containers up to the size of a 6m / 20' container will be charged at 6m / 20' container rate.

7.5 COASTWISE CARGO**Breakbulk/Bulk**

All cargo per leg inwards or outwards , per ton.....	17.36
Breakbulk empty returns, per ton.....	4.70

Containerised

All cargo per leg **inwards or outwards** irrespective of contents, per container:

6m / 20' containers.....	77.18
12m / 40' , 13,7m / 45' containers.....	154.33
Empty containers, all sizes.....	77.18

7.6 EXEMPTIONS

- Bunkers and/or water for the vessel's own consumption at a commercial berth, jetty or mooring;
- Cargo landed in error and reshipped onto the same vessel;
- Fish landed for local consumption at a leased berth from locally registered fishing vessels licensed by the Department of Environmental Affairs & Tourism;
- Clip-on units for ISO reefer containers and the cribs in which they are conveyed when returned to the original port of shipment;
- Cargo restowed by utilizing the wharf.

Vessel's spares / stores for own consumption

- Vessel's stores including bait and packaging materials, vessel's spares all for the vessel's own consumption at any commercial berth, jetty or mooring;
- Bona fide transshipments will qualify for the above exemption only if the import and export documents have been suitably endorsed.

Notes:

i. Vessel's spares/stores imported and moved to a bonded warehouse pending placing on board another vessel are liable for cargo dues on the incoming leg. After placing on board as vessel for own use, import cargo dues will be refunded whilst the outgoing transaction is exonerated from payment of cargo dues provided that both transactions are done within 30 day period. Failing which normal import / export cargo dues will be maintained. (Both import and export cargo dues documentation) must be suitably endorsed, certified and cross-referenced)

ii. Vessel's spares/stores transhipped from one vessel to another are exempted from cargo dues. Documents must be certified to the effect that the cargo is vessel spares/stores for the receiving vessel's own use and consumption

iii. Vessel's spares/stores emanating from local suppliers or being airfreighted are exempted from cargo dues. In these instances, documents must also be certified

iv. Vessel's spares/stores or duty free vessel's stores/spares imported and moved to a private warehouse (not bonded) as a normal import transaction will attract normal import cargo dues and if placed on board a vessel at a later stage as vessel's spare/stores for own use, the outgoing transaction is exonerated from payment of cargo dues

v. Notes (i) and (iv) only apply where vessel's spares/stores transaction take place at a commercial berth, jetty or mooring of Transnet

7.7 TRANSSHIPPED CARGO

The fees for:

- Cargo/Empty containers manifested to the port of discharge for transshipment to another port; or
- Cargo/Empty containers for which transshipping orders have been accepted prior to, or within 3 days of the discharging vessel having commenced discharge; or
- Cargo/Empty containers transhipped from one vessel to another without touching a wharf or jetty; or
- Cargo/Empty containers landed in error or over carried and reshipped onto a different vessel; or
- Bunker fuel oil supplied to vessels direct from tankers (excluding bunkers barges);
- Cargo loaded at a South African port and then discharged from the same vessel due to container malfunction/damage/unpack/repack;
- Cargo not manifested.
- Cargo not manifested for SA that is discharged due to damage/malfunction and then shipped/ airfreighted to the country of final destination within 90 days of cargo being discharged. Unpack and repack must be done at a Customs bonded warehouse/ Custom's supervision. Documentary proof must be available to the Authority.

Are as follows:

Containerised cargo, **per container per leg inwards or outwards**;

6m / 20' containers.....	77.18
12m / 40' , 13,7m / 45' containers.....	154.33
Empty containers, all sizes.....	77.18

Other cargo, per ton **per leg inwards or outwards**.....4.46

Fees payable on bulk liquids transhipped direct from one vessel to another or on bulk liquids pumped into private storage installations awaiting the on carrying vessel are, per ton (kilolitre)

Bulk liquids not transhipped within 90 days of discharging vessel completes cargo working, shall for cargo dues purposes be regarded as cargo imported and exported.

First 100 000 tons (kilolitres), per ton (kilolitre), per consignment, **per leg inwards or outwards**.....4.46

Thereafter, per ton (kilolitre), per consignment, per leg inwards or outwards.....2.22

Perishable cargo and in bond cargo not transhipped within 30 days after the date that the discharging vessel commenced cargo working, shall for cargo dues purposes be regarded as cargo imported and exported.

7.8 LATE ORDER AND RELATED FEES

Late order fee is applicable for cancellations and late submission of cargo documentation as follows:

Cargo dues order amendment fee per order.....	357.23
Late, incomplete and non-submission of manifests and outturn reports per manifest/ outturn report.....	1 786.21
per manifest and outturn report.....	1 786.21
Cargo dues order framing fee per order.....	357.23

All amended orders to be accompanied by the original order (upon request from the Authority).

7.9. CARGO CONVEYED BY VESSEL PERMITTED TO SERVICE VESSELS WITHIN AND OUTSIDE THE PORT

Per trip.....	423.50
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Administrative fees

for photocopies per page.....	11.19
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SECTION 8

BUSINESS PROCESSES AND DOCUMENTATION

8.1 CARGO DUES ORDER

Cargo Dues Orders must be presented at the port where the consignment will be landed/shipped/transhipped.

A cargo dues order is valid upon invoicing. Therefore, cargo dues orders submitted online but is in a pending status for reasons of "Credit not Available" or "Awaiting Payment" will not be considered valid. Upon invoicing, late cargo dues order fees will be charged, applicable from the invoicing date. The original order will be cancelled and replaced with a new cargo dues order with the applicable late cargo dues order fees.

Cargo dues is payable by the importer/exporter of cargo who may appoint a clearing and forwarding agent to undertake transactions on their behalf. The account number appearing on the cargo dues order will be debited accordingly.

In instances where cargo dues orders have not been received, such charges will be billed to the container operator for container traffic and the vessel agent for bulk and breakbulk traffic.

ISO containers filled with MT returns of whatever nature being returned for filling, provided a certificate is given to the effect that they are being returned to the original sender for refilling, as well as new MT ISO containers will be regarded as an empty container. Transshipments are excluded from this ruling.

Cargo Dues Orders can be grouped and submitted as a list, i.e. one order supported by a list containing the relevant container numbers, to the relevant Port Revenue Offices, as follows (Imports and Exports separately):

- **Containers: On a per vessel, per container operator basis, separated between deepsea, coastwise and transshipment movements.**
- **Breakbulk and Bulk: On a per vessel, per agent basis, separated between deepsea, coastwise and transshipment movements.**

A single Cargo Dues Order can also be submitted for multiple containers provided that the container numbers are indicated on the order and import and export orders are submitted separately. Orders should further be separated between deepsea, coastwise and transshipments.

Any cancellations and amendments on this order will be applicable per cargo dues order. Any applicable fees will be levied per cargo dues order.

INCORRECT OR INCOMPLETE DECLARATIONS

An incorrect or incomplete declaration of cargo dues order will result in that cargo dues order being null and void. A new cargo dues order will be processed with late cargo dues order fees and penalties applicable at the date of the new cargo dues order together with a cancellation fee of the original order.

Upon following due process, submissions or declarations deemed fraudulent will attract a penalty of 100% of cargo dues, plus interest and any legal action deemed necessary.

8.1.1 TYPES OF DOCUMENTATION

The following documentation must be provided to the Authority:

Container Import and Exports:

- Cargo Dues Order
- Vessel Manifest
- Empty Container List

Bulk and Breakbulk Exports:

- Cargo Dues Order
- Mates Receipt
- Vessel Manifest
- Draft survey for bulk exports

Bulk and Breakbulk Imports:

- Cargo Dues Order
- Bill of Lading / Delivery Order
- Vessel Manifest
- Landing Order

Coastal Cargo:

- Cargo Dues Order per inward and outwards movement, supported by an inwards or outwards list, differentiated between full, empty, 6m (20'), 12m (40') or 13,75m (45').

Transshipment Cargo:

- Cargo Dues Order per inward and outwards movement, supported by an inwards or outwards list, differentiated between full, empty, 6m (20'), 12m (40') or 13,75m (45').

At the request of the Authority, including relevant Customs documentation must be provided to substantiate cargo declarations.

Supporting documentation: Vehicles

In addition to the types of documentation listed in Section 8, Clause 8.1.1 above please include any of the following documentation below specifying the length/s of the vehicle/s when passing Cargo Dues Orders for vehicles:

- Post load / Delivery Report
- Certificate and list of Measurement and Weight
- Export Certificate
- Packing Specification
- Suppliers Invoice
- Affidavit — (**only applicable** to instances where owners are relocating and vehicle/s form part of “personal/household effects”)

Where such documentation cannot be provided the following average length will be applied for tariffing purposes:

- Passenger vehicle.....5.00 metres
- Light commercial vehicles/tractors.....8.00 metres
- Heavy commercial vehicles (trucks, tractors, etc.).....10.00 metres
- Cranes/excavators/bulldozers, etc.....12.00 metres
- Trailers.....14.00 metres

8.1.1.1 Order-to-Cash

Registered customers must submit electronic cargo dues and/ manifest or Electronic Data Interchange (EDI) data (cargo dues, outturns, manifest) via Order-to- Cash (EDI or Hybris).

For additional information visit our website www.transnetnationalportsauthority.net or contact our call centre on 086 010 9333.

8.1.2 TIMING OF DOCUMENTATION

IMPORT DOCUMENTATION

1. Cargo Dues Orders must be submitted within five (5) days after vessel departure for bulk (dry and liquid) cargo and within three (3) days after vessel departure for all other cargo types. The only exception to this rule being fresh fish imports where cargo dues orders must be submitted within seven (7) days after vessel arrival.

2. Manifests must be submitted within one (1) day before vessel arrival.

2.1 Manifest in respect of empties must be submitted within three (3) days after vessel departure.

3. Breakbulk and Bulk Cargo Dues Orders must be supported by the Bill of Lading or Delivery Order or survey reports for bulk vessels.

4. The supporting documents are required for empty returns and a Customs approved Bill of Entry for vessel stores / spares for vessels own consumption.

EXPORT DOCUMENTATION

1. Cargo Dues Orders must be submitted within three (3) days after vessel departure for all other cargo types.
2. Manifests must be submitted within seven (7) days after vessel departure.
 - 2.1 Manifests in respect of empties must be submitted within seven (7) days after vessel departure.
3. Breakbulk and Bulk Cargo Dues Orders must be supported by the mate's receipt or draft survey.
4. The supporting documents are required for empty returns and a Customs approved Bill of Entry for vessel stores / spares for vessels own consumption.

INBOUND TRANSSHIPMENT AND COASTWISE DOCUMENTATION

1. Cargo Dues Orders must be submitted within three (3) days after vessel departure.
2. Inbound transshipment manifests must be submitted within three (3) days after vessel departure.
3. Coastal manifests must be submitted within three (3) days after vessel departure for inward moves. Manifests in respect of empties must be submitted within three (3) days after vessel departure.
4. Manifests in respect of empties must be submitted within three (3) days after vessel departure

OUTBOUND TRANSSHIPMENT AND COASTWISE DOCUMENTATION

1. Cargo Dues Orders must be submitted within three (3) days after vessel departure.
2. Outbound transshipment manifests must be submitted within three (3) days after vessel departure.
3. Coastal manifests must be submitted within three (3) days after vessel departure for outward moves.
4. Manifests in respects of empties must be submitted within three (3) days after vessel departure.

The above timeframes excludes the first weekend and public holiday.

8.2 RESPONSIBLE PARTY

Cargo dues is payable by the importer/exporter of cargo who may appoint a clearing and forwarding agent to undertake transactions on their behalf. The account number appearing on the cargo dues order will be debited accordingly.

In instances where cargo dues orders have not been received, such charges will be billed to the container operator per TEU for container traffic and the vessel agent for bulk and break-bulk traffic.

Cargo Dues and all related charges for uncleared containers will be billed to the container operator per TEU for containerised cargo.

Cargo Dues Orders submitted for individual LCL consignments will be invoiced at the full cargo dues tariff per TEU as published in the Tariff Book. In all cases, a Cargo Dues Order must be presented, indicating all the container numbers on the order, or alternatively the Cargo Dues Order can be presented, with an attached list containing the relevant container numbers.

8.3 LATE ORDER FEES

8.3.1 Late order fees for late submission of Cargo Dues Orders

Cargo Dues Orders will be considered late when submitted to the Authority after the stipulated timeframes. The Authority will charge interest on the normal cargo dues payable, calculated at the prevailing prime rate plus one percent of the value of the Cargo Dues Order. The following **example** illustrates this calculation:

Prime Rate: 9.0%
 Prime Rate plus 1% = 10.0%
 Value of Order R10 000
 Number of days late: 14
 Interest Calculation $(10.0\% \times (14/365)) = R38.37$
 Total Cargo Dues Payable R10 038.37

The first public holiday and first weekend will be excluded if it falls within the number of days that the Order has been submitted late for purposes of interest calculation.

8.3.2 Non-submission of Cargo Dues Orders

The Authority will apply an incremental late order fee based on the cargo dues payable and dependent on how late documentation is submitted or when a non-submission is discovered by the Authority's internal verification process. Refer below for late order application:

Number of days late

31-60 days
61-90 days
91-120 days
>120 days

Penalty application

(10% Value of Cargo dues order)
(30% Value of Cargo dues order)
(50% Value of Cargo dues order)
(100% Value of Cargo dues order)

Where an amendment of a cargo dues order is submitted, late order fee charges, if applicable, will be levied from the date of the new order on the under declared quantum, in addition to the amendment fee of **R357.23** per order

8.3.3 Late and incomplete or non-submission of Manifests/Outturn reports

The late order fee for late and incomplete or non-submission of manifests/outturns will be **R1 786.21** per manifest/outturn.

8.3.4 The responsible parties for the late order fee is stipulated in Section 8.1 Cargo Dues Orders (Page 48) and Responsible Party (Page 52).

8.4 AMENDING ORDERS

1. Cargo dues orders amended within seven (7) days from the date of submission (inclusive of public holidays) will not attract an amending fee for any changes to container/engine numbers/country of origin or country of destination/Bill of lading or Mates receipt/Port of loading and discharge/Terminal/Container Operator or Shipping Agent. (Note that the same order number and invoice number will be retained and an updated confirmation will be issued).
2. Regarding amendments within the timeframe: Transshipment to import orders where originally correctly passed but nature of order changed or prescription of time frame of transshipment is met, amendment fee is charged and late order fees are applicable when the amendment to import is made after the 90 days, applicable to the change in value of the nature of the order, if the amendment is made within the 90 days no late order fees will be applicable.
3. The first amendment made to a cargo dues order within 7 days of initial submission, including weekends and public holidays, and which does not impact on the value of the initial invoice, will not attract an amending/cancelling fee.
4. After seven (7) days, an amending fee of **R357.23** will be charged per order.

8.5 TERMINAL OUTTURN REPORT

Outturn reports are required on a per vessel basis, per container operator, per sales office and sales group from all terminals at the respective ports, within 5 days after the vessel departure.

All terminals to submit outturn reports via the electronic platforms.

8.6. PORT REVENUE OFFICES

The Authority's Port Revenue Office at the various ports are located as follows:

Port of Port Elizabeth / Ngqura Ground Floor Customer Service Centre Port Admin Building Port of Port Elizabeth	Port of Durban 1st Floor 45 Bay Terrace Point Port of Durban	Port of Richards Bay Ground Floor Venture Road Bayvue Centre Port of Richards Bay
Port of Cape Town 1st Floor Corporate Services Building Port of Cape Town	Port of East London Port Admin Building Hely Hutchinson Road Quigney Port of East London	Port of Saldanha Bayvue Centre Marine Drive Port of Saldanha
Port of Mossel Bay Port Admin Building 55 Bland Street Port of Mossel Bay		



Annexure FF1

Reference Letter

[to be provided by the Bidder]

Addressed to

The Chairperson

Evaluation Committee (Insert the RFP reference number)

Transnet National Ports Authority

Dear Sir / Madam

Re: (Insert the name of the Bidder)/ experience handling Liquid Bulk Cargoes /or operating a Terminal handling Liquid Bulk Cargoes

I confirm that (insert details of company providing the reference) has made use of the services of / has supplied (Name of Bidder / Member of the Bidder) and has provided Liquid Bulk Cargo and Compatible Cargo handling services to my company for a period of (insert the number of years) at the following Liquid Bulk Terminal/facilities it operates.

Name of Terminal / Facility	Number of Years

Should you require any further information please do not hesitate to contact me on

Telephone No: _____

Electronic Email Address: _____



Annexure FF2

Reference Letter

[to be provided by the Bidder]

Addressed to

The Chairperson

Evaluation Committee (Insert the RFP reference number)

Transnet National Ports Authority

Dear Sir / Madam

Re: (Insert the name of the Bidder) experience handling Liquid Bulk Cargoes /or operating a Terminal handling Liquid Bulk Cargoes in a Commercial Sea Port.

*I, (Name of Referee).in my capacity as an independently registered auditor and duly authorised, thereto confirm that (**Name of Bidder/member of Bidder**) has handled Liquid Bulk Cargo /or operating a Terminal handling Liquid Bulk Cargo in a Commercial Sea Port area as listed in the table below for the purpose of use of Liquid Bulk Cargo handling edible oils and Compatible Cargo services:*

Name of Terminal / Facility (Commercial Sea Port)	Number of Years	Employer Reference: (Include Name & Contact Details)

Should you require any further information please do not hesitate to contact me on

Telephone No: _____

Electronic Email Address: _____

Reference Letter**[to be provided by the Bidder]**

Addressed to

*The Chairperson**Evaluation Committee (**Insert the RFP reference number**)**Transnet National Ports Authority**Dear Sir / Madam***Re: (Insert the name of the Bidder) Track Record**

*I, (Name of Referee).in my capacity as an independently registered auditor and duly authorised, thereto confirm that (**Name of Bidder / member of Bidder**) has operated and maintained the following Liquid Bulk Terminals listed in the table below with Liquid Bulk Cargo throughput volumes, for the past 3 years per terminal for use of Liquid Bulk Cargo Terminal handling edible oils and Compatible Cargo handling services:*

Name of Terminal / Facility	Average Throughput for the past 3 years

Should you require any further information please do not hesitate to contact me on

Telephone No: _____**Electronic Email Address:** _____

Economic Development Plan by Bidder

**(Detailed Plan to be developed by the bidder in line with this RFP) ECONOMIC
DEVELOPMENT PLAN**

Transnet requires that all Respondents submit an **Economic Development Plan** demonstrating how they will discharge their commitments made in the Development Phase and Operational Phase Value Summary.

The Economic Development Plan is a detailed narrative document explaining the Respondent's Economic Development proposal as summarised in the Development Phase and Operational Phase Value Summary.

Respondents must compile the Economic Development plan, with an understanding of Economic Development as detailed and described in the Economic Development Guideline Document and further guided by the specific requirements mentioned below.

Important Notes for completion of Economic Development Plan:

- (i) Respondents are urged to pay careful attention to the compilation of the Economic Development Plan since it, together with the Development Phase and Operational Phase Value Summary, represents a binding commitment on the part of the successful Respondent.
- (ii) Respondents are required to address each of the categories under the detailed Economic Development Description as a minimum for submission. This is however not an exhaustive list and Respondents are not limited to these choices when compiling each section.
- (iii) Respondents must ensure that the Development Phase and Operational Phase Value Summary submission and the Economic Development Plan submission are accurately cross-referenced with each other.
- (iv) Respondents are requested to address each of the Economic Development aspects in no more than two (2) pages per category, to avoid lengthy submissions.
- (v) Respondents are required to provide an electronic copy [Economic Development] of the completed Development Phase and Operational Phase Value Summary and Economic Development Plan as part of their submissions.

Minimum Economic Development plan requirements

The Economic Development Plan should outline the type of activities you intend to embark upon should you be awarded the contract. This Economic Development Plan should also provide an

overview of what you intend to achieve, by when, and the mechanisms to be used to achieve those objectives.

Category	Description
Local Capability and Capacity Building in South Africa (existing industry)	Industrial capability building that focuses on value-added activities of the South African industry through manufacturing or service-related activities
New Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation/Preservation	Number of jobs created or preserved resulting from the award of contract
Small Business Promotion	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NDP objectives

ECONOMIC DEVELOPMENT PLAN

1. Economic Development Executive Summary

.....
.....
.....

2. Economic Development plan per category:

2.1. Local Capability and capacity building in South Africa (Localisation)

2.2. New Skills development

2.3. Job Creation/preservation

2.4. Small Business Promotion

2.5. Rural / regional integration

Conclusion

.....

Certificate of Attendance of RFP Briefing

It is hereby certified that –

1. _____

2. _____

3. _____

4. _____

Representative(s) of _____ [name of entity]

attended the RFP briefing session in respect of the advertised Liquid Bulk Terminal in the Port of Cape Town.

Name: _____

Entity Details: _____

