



**iCLM HQ 873/TPT**

**THE PROVISION OF TRANSPORTATION AND CARGO HANDLING SERVICES OF MANGANESE ORE (TRAIN OFF-LOADING) FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF SALDANHA FOR A PERIOD OF THREE (3) YEARS.**

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## **1. DEFINITIONS**

### **Commissioning:**

The process of assuring that all systems and components of a building or industrial plant or product designed, installed, tested, operated, and maintained according to the operational requirements of the owner or final client.

### **Contract**

An agreement with specific terms between two or more parties or entities based on mutual consent, which has legal effects and involves transfer of consideration – usually financial or some other type of benefit.

### **Contract Manager**

Transnet employee who is authorized to represent Transnet in terms of the contract and appointed to supervise and/or liaise with the contractor to ensure that the specifications of the contract are met (with special emphasis on technical specifications, inspection of quality, on health and safety, environment, and quality of work). A contract manager has the role of executing the plan to achieve the deliverables. This person receives all his authorizations from the project initiator and the stakeholders.

### **Contract Owner**

The person who requires a specific product, goods, or services and who is responsible to provide the budget and approval.

### **Contractor**

An employer (organization) or a person performing any work and has entered into a legal binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, and Consultants, Service providers and Contractors.

### **Contractor Execution Plan**

A site activity, or project specific documented plan in accordance with the client's project requirements. The Contractor to Transnet submits a plan for approval prior to mobilization site. The Contractor Execution Plan includes, inter alia: Health and Safety, Environmental, Energy, Quality, Delivery plans etc. A Contractor Compliance File is a file or other record containing the

information in writing required by Transnet.

**NB:** A file must be submitted for each discipline where applicable e.g., health and safety, environment file etc.

**Job Owner:**

Any permanent employee of MPT who has been trained, tested and found competent, and appointed in writing for the purpose of carrying out or supervising work on plant, machinery and equipment.

**Risk Assessment**

A risk assessment in this procedure means the process where all risks associated with the contract and its execution are identified, mitigated, and managed.

**Specification**

A detailed prescription of the Integrated Management System (IMS) requirements to which equipment, construction, product, or service must comply with this includes various models, drawings, and documents. It is noted that the specification might even comprise of multitude different elements.

**Lockout:**

The fitting of a padlock (or caliper and padlocks) to an isolator switch so that it cannot be returned to an operating condition.

**Permit Acceptor:**

Any person who has been appointed in writing to receive a Permit to Work for the purposes of carrying out or supervising work on equipment.

**Permit Issuer:**

The operations shift manager will be responsible for the issuing of permits.

**Permit Number:**

A number issued by TPT that logs the work performed, the person responsible for the work and the approximate duration. Note: This is not the same as the sequential number on the Permit to Work.

**Permit to Work:**

A written document indicating the equipment to work on, the potential hazards, how and where these hazards negated, signatures indicating that equipment is safe and the names of all persons working on the equipment.

**Responsible Supervisor:**

The Operations and Maintenance Supervisor who have been assigned responsibility for the operation and maintenance of a particular section/s of the plant.

## **2. ABBREVIATIONS**

IMS:	Integrated Management System
ISO:	International Organization for Standardization
OHSAS:	Occupational Health and Safety Assessment
Series POM:	Policy Manual
PROC:	Procedure
SOP:	Safe Operating Procedure
QMS:	Quality Management System
SANS:	South African National Standard
SMS:	Safety Management System / Service Management System
TCC:	Transnet Corporate Centre which is the Transnet Head Office
SLD:	Saldanha
TPT:	Transnet Port Terminals
WI:	Work Instructions

**PROVISION FOR THE TRANSPORTATION AND CARGO HANDLING SERVICES OF MANGANESE ORE (TRAIN OFF-LOADING), FOR TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AN OPERATING DIVISION OF TRANSNET SOC LTD, AT THE MULTI-PURPOSE TERMINAL, PORT OF SALDANHA FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**3. BACKGROUND**

- 3.1 Transnet Port Terminals (TPT) requires a suitably qualified service provider(s) to provide Transportation and Cargo Handling Services in respect of Manganese Ore at the Multi-Purpose Terminal, Port of Saldanha.

**4. EXECUTION OVERVIEW**

- 4.1 TPT, Port of Saldanha requires a service provider to provide solutions for its transportation and handling of cargo services (Manganese Ore).
- 4.2 Key considerations include the services provider's capacity and adherence to (without limitation) all legal and safety requirement and/or considerations.
- 4.3 TPT further seeks to improve its current processes for providing these services to its End User's community throughout its locations.
- 4.4 The selected service provider(s) will share in the mission and business objectives of TPT. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation, and open communication.
- 4.5 TPT must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- 4.6 TPT must achieve appropriate availability that meets user needs while reducing costs for both TPT and the chosen Service Provider(s).
- 4.7 TPT must receive proactive improvements from the Service Provider with respect to provision of services and related processes.
- 4.8 TPT's overall competitive advantage must be strengthened by the chosen Service Provider's leading-edge technology and service delivery systems.
- 4.9 TPT's end users must be able to rely on the chosen Service Provider's personnel for

service enquiries, recommendations, and substitutions.

- 4.10 TPT must reduce costs by streamlining its acquisition of Services, including managed service processes.

## **5. SCOPE OF REQUIREMENTS**

- 5.1 The Service Provider must be able to provide efficient, effective and world class transportation and cargo handling services on an “as and when required basis”.
- 5.2 The service provider must be available 24 hours per day, 7 days per week, including weekends and Public Holidays, to support TPT’s 24-hour operations.
- 5.3 The Transportation and Cargo Handling Services may include ad-hoc services offered by TPT to certain customers as determined by TPT in its sole and unfettered discretion.
- 5.4 The following services are required from the Service Provider at TPT’s premises:

- 5.4.1 **Offloading of Manganese Ore from Rail CR wagons type:**

The Service Provider shall be responsible to offload the Manganese ore from rail wagons at TPT’s premises by means of Straddle Excavators (hereinafter referred to as excavators) placed on portal frames to allow for the excavators to travel/move over the rail wagons during offloading of the wagons.

- 5.4.2 **Transportation of Manganese ore to a covered storage area at Multi-Purpose Terminal:**

The Service provider shall be required to transport the Manganese ore by means of articulated dumper trucks and tip the commodity in an undercover storage area at MPT warehouse where TPT personnel will therefore be responsible for stockpiling.

- 5.4.3 **Recording and reporting of Manganese ore stock levels at Multi-Purpose terminal:**

The Service Provider must have controls in place to record and report on stockpile balances in terms of stacking space, as and when requested by TPT.

## **6. EQUIPMENT REQUIREMENTS**

- 6.1 The Service Provider will be required to provide the following:



## **6.2 Four (4) Straddle Excavators:**

- 6.2.1 The Service Provider must have available a minimum of 4 straddle excavators to be utilized at the Multi- Purpose Terminal to execute the volume throughput.
- 6.2.2 Each excavator should be elevated on a portal frame which should have (continuous track type) tracked wheels, to provide for the movement of the excavator from one rail wagon to another.
- 6.2.3 Each excavator including the structure should have a safe working load of 60 tons;
- 6.2.4 Each excavator should have a grabbing reach of 8.1 metres i.e., a boom and arm length of 5.7 metres and 2.4 metres respectively.
- 6.2.5 Each excavator should have a Bucket with a minimum load capacity of 1.02 cubic metres.
- 6.2.6 The service provider shall furthermore be required to provide a minimum of eight (8) excavator operators.
- 6.2.7 The bidder to supply letter of exemption from roadworthiness for the dumper trucks if no license can be provided.

## **6.3 Articulated Dumper Trucks (8)**

- 6.3.1 Heavy load articulated dumper trucks to at least have a capacity of 25 tons.
- 6.3.2 The service provider shall be required to provide a minimum of 16 truck drivers.
- 6.3.3 The Service Provider MUST ensure it has adequate excavators and articulated dumper trucks tipper available to transport and deliver Manganese ore to the MPT terminal undercover storage at a minimum offloading loading rate of 750 tons per hour .

## **7. QUALITY AND SERVICE**

- 7.1 The Service Provider shall ensure that all equipment and tipper trucks are operational and have the relevant certificates of conformity; namely:
  - a) Licensed and Roadworthy Certificates: Certified and valid copies of vehicle and/or equipment licenses.
  - b) Registrations: Certified and valid copies of vehicle and/or equipment registrations.
  - c) Letter of exemption from roadworthy if no licenses can be provided for the equipment to

be used in this operation.

- d) Department of Labor legislative and Safety compliance requirements in respect of the equipment.
- e) Engineering drawings i.e., Drawings endorsed by an independent accredited qualified Engineer with regards to the Excavators.
- f) Permits.

7.1.1 The service provider shall ensure that for the duration of the contract with TPT; the Equipment utilized are in a roadworthy and operational condition. TPT shall be entitled to request that the service provider produce a valid roadworthy certificate in respect of any equipment.

7.1.2 In the event that the service provider has hired or leased the required equipment, such service provider shall be responsible to ensure that the relevant equipment is certified. The service provider needs to supply TPT with proof of lease agreement in the event of leasing the equipment.

7.1.3 Furthermore, the service provider must ensure that it obtains all permits necessary to carry out the required services. The costs associated in obtaining these permits shall be for the successful service provider's account.

7.2 The Service Provider shall deploy drivers who hold a valid Professional Drivers Permit (PrDP) and have a valid Code C1/EC driver's license in respect of the required type of articulated dumper trucks, which are to be utilized.

7.2.1 **Supporting documents to be provided:** Certified copies of PrDP's and Driver's licenses.

7.3 The Service Provider shall deploy straddle excavator operators who hold a valid competency certificate in respect of the required type of equipment which are to be utilized.

7.3.1 **Competency certificate required by Excavator operator:**

A current or valid excavator competency certificate/card issued by an accredited training Centre in accordance with the Occupational Health and Safety Act 85/1993 – Regulation 18(11) and the Transport Education Training Authority.

7.4 The service provider shall further ensure that all drivers and excavator operators deployed have clear criminal records, be of sober habits, and are medically fit.

7.5 The following supporting documents are to be provided: Valid police clearance and medical

certificates in respect of each driver and operator.

- 7.6 The documents referred to in paragraphs 7.3 and 7.5 above will not be used for evaluation purposes but must be submitted prior to the commencement of the contract.
- 7.7 The costs associated in obtaining these certificates shall be of the service provider's account.
- 7.8 The Service Provider shall ensure that the equipment utilized is suitable to offload standard Transnet Freight Rail (TFR) CR Type rail wagons.
- 7.9 The Offloading of rail wagons must comply with the rail service design in terms of turnaround time.
- 7.10 TPT currently requires the Service Provider to offload an estimated 189 000 tons of manganese ore per month. This consists of:
  - 7.10.1 An estimate of 24 trains per month;
  - 7.10.2 Each train has an estimate of 125 wagons;
  - 7.10.3 Each wagon has an estimated payload of 63 tons per wagon;
  - 7.10.4 Train turnaround time 10 hours;
- 7.11 The Service Provider is anticipated to offload an estimate of two million tons manganese ore annually.
- 7.12 The volumes referred to in paragraph 7.10 are projected and under no circumstances committed as volumes fluctuate based on the availability of the commodity. Quantities are therefore not guaranteed nor limited to 189 000 tons per month.
- 7.13 The Service Provider shall be fully responsible to TPT for the acts and omissions of its employees, permitted sub-contractors and agents. Furthermore, the service provider shall be solely liable for any damages caused to TPT property or injury sustained to TPT Employees due to the negligence of its employees, permitted sub-contractors and agents.
- 7.14 TPT shall be entitled to deduct the amount so involved from any payment due to the service provider.
- 7.15 The service provider shall ensure that cargo is not spilled during the transportation and handling services.
- 7.16 The service provider shall be liable for all loss incurred by TPT as a result of spillages occurred during the transportation and handling Services.

- 7.17 The service provider to ensure that at its own cost, any such spillages shall be cleaned immediately.
- 7.18 Should the service provider fail to clean the spillages immediately, TPT reserves the right to procure alternative services for the cleanup of such spillages and hold the service provider accountable for the payment thereof.
- 7.19 Manganese ore which could not be removed by the excavators will be reclaimed by manual labour, employed by the service provider.
- 7.20 TPT requires a minimum of six cleaners per wagon (18 cleaners per shift) to manually remove residue manganese ore from the wagons.
- 7.21 When called upon in an emergency, the service provider is required to respond and be on site within two (2) minutes, to mitigate business risks.
- 7.22 **Provision of services by the service provider is further subject to:**
- 7.22.1 Weather permitting (conditions)
- 7.22.2 Vessel delays.
- 7.22.3 Equipment failure/Breakdowns.
- 7.22.4 Client lack of planning.
- 7.22.5 Volume fluctuations
- 7.23 The above mentioned is not an exhaustive list of delays or challenges that may be experienced.
- 7.24 TPT will not be liable for any costs attached to any associated delays.
- 7.25 The service provider shall be required to establish a functional place of business upon award of business within the Western Cape Region within a 50km radius of the Port of Saldanha to support contract readiness. TPT reserves the right to request proof to its satisfaction that the functional place of business has been or is established. TPT will not commence the contract prior the service provider submitting such proof.
- 7.26 The service provider must be capable of commencing work on site within sixty (60) days from the date of award of Business, due to the urgency of the required service.

## **8. FUNCTIONAL REQUIREMENTS:**

8.1 The service provider must have the following tipper trucks and equipment available which are in a good working condition in order to carry out the respective service requirements:

### **8.1.1 A minimum of four (4) excavators with the following specifications:**

- Each excavator should be elevated on stilts which should have retractable wheels, to provide for the movement of the excavator from one rail wagon to another.
- Each excavator including the structure should have a safe working load of 60 tons;
- Each excavator should have a grabbing reach of 8.1 metres i.e., a boom and arm length of 5.7 metres and 2.4 metres respectively;
- Each excavator should have a Bucket with a minimum load capacity of 1.02 cubic metres.

### **8.1.2 Supporting documentation to be provided:**

- Certificates of Registration;
- Safety Workload certificates;

8.1.3 Modification with regards to the excavator must be supported by engineering drawings and the qualification of a professionally registered engineer with Engineering Counsel of South Africa (ECSA) must be supplied by the bidder. The design of the portal frames and interface of the excavator to the wagons to be included.

8.1.4 An independent Engineering Counsel of South Africa (ECSA) professionally registered Engineer must approve and sign-off the respective drawings and the qualification and registration of the engineer must be supplied by the bidder.

8.1.5 The bidder to supply letter of exclusion from roadworthy for the excavators if there is no license provided.

### **8.2.1 A minimum of eight (8) Heavy load articulated dumper trucks to at least have a capacity of 25 tons.**

8.2.2 Supporting documents to be provided: Certified copy of the current vehicle licenses in respect of each articulated dumper trucks registered in the service provider's name.

## 9. EQUIPMENT INTENDED TO LEASE OR PURCHASE

- 9.1 Where the service provider leases the articulated dumper trucks and/or excavators i.e., the trucks and/or equipment are currently in the possession of the service provider;
- In addition to the technical requirements as set out above the service provider must submit the following additional documents:
  - Logbooks
  - Bank finance arrangements/contract certifying of these and/or intention to lease together with the requisite financing approval.
  - Certified copy of a duly endorsed and valid lease agreement which sets out the details of each equipment being leased.
  - Certified copy of a duly endorsed and valid lease agreement which sets out the details of tipper trucks and/or equipment being leased.
  - The lease agreement should provide a description of the tipper trucks and/or equipment being leased.
  - Intends of entering a lease agreement for the required equipment with the service provider.
  - A description of the equipment to be leased and its registration numbers.
  - Quantity of the equipment to be leased.
  - The load capacity of the equipment to be leased; and
  - Availability of the required equipment to support a 60-day contract readiness period.
- 9.2 The service provider shall have a minimum of 16 drivers available to perform the required services. All drivers deployed by the service provider must be competent to drive the required vehicle and hold the accompanying Code EC (previously known as Code 14) driver's licenses and hold a valid Professional Driver's Permit (PrDP).
- 9.3 Supporting documents to be provided: Certified copy of Code EC drivers' licenses and valid Professional Driver's Permits in respect of each driver.
- 9.4 Kindly note that bidders must submit valid, clear and legible copies of the driver's licenses as illegible copies will not be taken into account when evaluating a bid.
- 9.5 The service provider should have a broad form of **current** insurance liability cover which

includes Professional Indemnity Insurance / Professional Liability Insurance / General Insurance / Public Liability Insurances with a minimum limit of indemnity of R10 million (Ten million rand) per incident.

- 9.6 Supporting documents to be provided: - Original or copy of Letter from underwriter confirming insurance cover / copy of insurance policy.
- 9.7 The service provider shall have a minimum of eight (8) operators available to operate the excavators.
- 9.8 Supporting documents to be provided: Certified copy of current or valid excavator competency certificate/card in respect of excavator operator.
- 9.9 The competency certificate / card should be issued by an accredited training Centre in accordance with the Occupational Health and Safety Act 85/1993 – Regulation 18(11) and the Transport Education Training Authority.
- 9.10 The service provider shall have a minimum of sixteen (16) operators available to operate the articulated dumper trucks.
- 9.11 Supporting documents to be provided: Certified copy of articulated dumper trucks operator competency certificate in respect of each articulated dumper operator.
- 9.12 6.5.2 The competency certificate / card should be issued by an accredited training Centre in accordance with the Occupational Health and Safety Act 85/1993 – Regulation 18(11) and the Transport Education Training Authority.
- 9.13 The service provider to ensure compliance of the basic conditions of employment Act; in terms of shift working hours.
- 9.14 The service provider should be in the business of providing Transportation and Handling of Cargo Services for a minimum period of two (2) years.
- 9.15 Supporting documents to be provided: two (2) written references issued by the respondent's clients which shall be used to verify the Respondent's past performance.
- 9.16 NB: Kindly note that the references must specifically set out the number of years the respondent has provided Transportation and Cargo Handling Services.
- 9.17 The service provider is required to provide their own mobile fuel bowser, with the necessary accreditation and compliance certification.

## **10. BUSINESS CONTINUITY PLAN FOR MANAGING RISK**

- 10.1 The service provider is anticipated to submit a business continuity plan to manage risk. The plan must clearly state how the service provider will limit or minimize operational disruptions.
- 10.2 A clearly defined business continuity team with their roles and contact details to be contacted in case of an emergency.
- 10.3 Critical services and equipment should be identified in the plan and how much time it will take to restore or replace each critical service or equipment in case of a disruption without compromising service level or operations (Ideally the envisaged time expected is 4 hours).
- 10.4 Detailed business continuity risks and their mitigations, and how long it will take to practically implement the mitigation.
- 10.5 How often the plan will be tested and the method of testing the plan e.g., desktop or live simulation.
- 10.6 Detailed crises communication plan in case of an emergency. The crises plan should cover the following topics:
  - What constitutes a crisis,
  - Crises team,
  - How will a crisis be communicated including timelines etc.
- 10.7 Continuity of operations/Contingency plan – The plan should be supported with back up contracts (this can be draft contracts pending contract award) with alternative suppliers who can supply equipment at short notice to prevent business disruption. The response time for the back-up support should be clearly defined in the contract.

## **11. PENALTIES AND LEAD TIMES**

- 11.1 The service provider shall ensure that its services are rendered as stipulated by TPT considering that time is of the essence.
- 11.2 The service provider must have a permanently manned telephone (place of business/cell phone), fax machine and/or email, to ensure that immediate contact can be made in case of emergency.
- 11.3 If the Service Provider fails to adequately perform the Service as required by TPT, TPT shall be



entitled to deduct a penalty of 20% from the applicable invoice(s) relating to the nominated vessel or train that the services were rendered to. Poor performance is determined in the sole and unfettered discretion of TPT, and it includes but not limited to the following:

- 11.4 Provision of insufficient and/or inadequate Equipment operators i.e., excavator and/or truck drivers.
- 11.5 Provision of insufficient equipment.
- 11.6 Provision of equipment not in a safe, good and proper working order.
- 11.7 Failing to provide roadworthy and duly licensed Vehicle(s) to perform the service, with all the requisite permits or letter of exemption from road worthy.
- 11.8 Negligent spillages of Cargo
- 11.9 Repairs being undertaken during operational hours, without the consent of TPT and/or provision of a replacement equipment; and
- 11.10 Failing to perform the Service and its obligations in a good proper, efficient, and competent manner and in accordance with sound principles, standards, methods and practice generally accepted in the Republic of South Africa and with the degree of skill, care and diligence normally practiced by a competent prudent service provider whilst performing the Service or work and/or services of a similar nature.
- 11.11 Should the service provider arrive late to perform the service to TPT, a penalty finding will be issued against the service provider.
- 11.12 In the event the service provider's equipment (excavators and trucks) is/are defective; and/or breakdown to a truck(s) and/or equipment occurs,
- 11.13 The service provider shall be required to replace the defective and/or broken truck(s) and/or equipment (as the case may be) with operational truck(s) and/or equipment within 60 minutes upon notification thereof.
- 11.14 The service provider shall not be entitled to any additional charges relating to the replacement of a defective and/or broken truck(s) and/or equipment.
- 11.15 Should the service provider fail to replace the truck(s) or equipment within the time stipulated, a penalty finding will be issued against the service provider.
- 11.16 Should the service provider fail to replace the truck(s) and/or equipment within the time period stipulated and/or should the service provider fail to execute the service, TPT shall be entitled

to arrange for an alternative service provider to perform the required services and will deduct all costs associated with TPT having to procure an alternate Service Provider.

- 11.17 Where serious non-conformances or repeated non-conformances are raised, the penalty imposed by such non-conformance will be determined on the severity of the non- conformance.
- 11.18 Should a non-conformance of similar incident(s) reoccur, TPT reserves the right to cancel/terminate the contract.

## **12. SAFETY AND COMPLIANCE**

- 12.1 The service provider shall comply with all applicable safety laws and regulations including all instructions received from TPT Management and TPT Supervisory personnel.
- 12.2 The service provider shall be required to submit a copy of a valid Letter of Good Standing issued by the Department of Labor prior to the commencement of the contract.
- 12.3 The service provider shall comply with the terminal Safety, Health, Environment and Quality Standard Operating Procedures (SOP) as required by the TPT (SHEQ) manager.
- 12.4 The service provider shall be required to undergo TPT's safety induction training program
- 12.5 prior to commencing work in TPT site.
- 12.6 The service provider must ensure compliance to TPT's Security and emergency policies,
- 12.7 procedures, and regulations.
- 12.8 There shall be zero tolerance of any form to substance abuse i.e., alcohol, drugs etc. The service provider and/or its employees shall be required to submit to random drug and alcohol testing.
- 12.9 The service provider shall ensure that its employees present on the TPT site are furnished with (at its own cost) and wear safety clothing or personal protective equipment (e.g., reflective jackets, safety boots, hard hats etc.), clothing as well as identity tags.
- 12.10 The service provider shall ensure that upon award of business, a comprehensive safety file is completed according to TPT's SHEQ department requirements, the service provider will not be allowed to commence work on site without the completion of the safety file and approval from the SHEQ Manager.
- 12.11 The following documents are required for the completion of the safety file:

#### **12.12 Trucks**

- Detailed list of Registration Numbers of all Trucks utilized for the provision of services to TPT and the amount of vehicle to be confirmed.
- Valid licenses in respect of all trucks to be utilized on site
- Valid Roadworthy Certificates in respect of all trucks to be utilized on site

#### **12.13 Excavators**

- Safety Workload Certificates in respect of all excavators utilized on site

#### **12.14 Employees**

- Personal Info - Residential Address and telephone no.
- Identity document of each employee who is on TPT site - Please confirm number of employees
- Proof that each employee has undergone the necessary annual medical examination with medical certificate.
- Valid police clearance in respect of each employee deployed to TPT
- Proof of drivers' licenses and professional drivers permits in respect of each driver
- Excavator operator competency certificate in respect of each excavator operator.
- Proof all employees have completed safety awareness training
- Proof those employees have undergone TPT induction - Booking form and registers.

### **13. DUST EMISSION AND MITIGATION**

#### **A. Manganese Offloading from Train Wagons**

##### **1. (Responsibilities of Transnet Port Terminals)**

- Water cannons to minimize dust during storage and reclaiming.
- Train wagons are wetted before unloading.
- Offloading and storage of manganese not to take place during high wind speed conditions to prevent dust emissions. Close monitoring of conditions to take place from 55 km/h. Operations to be suspended if the wind speed reaches 65 km/h.

## 2. (Responsibilities of Service Provider)

- Manual removal of cargo residue from the train wagons. Residue cargo to be poured into Dumper Trucks to be shipped or stored.
- Ensure each train wagon is clear of manganese ore upon completion of offloading.
- Minimization of dust emissions during loading and offloading.

### **B. Manganese Open Storage area (Responsibilities of Transnet Port Terminals)**

- The use of tarpaulin/shade cloth to cover open stockpile.
- Ensure the sweeper/vacuum trucks are regularly operating in the area.
- Daily sweeping and removal of spilled material around the open ore stockpile.
- Water truck wetting around the open stockpile.
- Dust suppression chemicals around the open stockpile.
- Wetting of open stockpile while loading or offloading.
- Large separation blocks are used for outside storage to separate the grades of cargo. These are to be rearranged after each shipment to the sizes and grades of the following vessel requirements and provide a barrier against wind erosion.
- SHE inspections, SHERQ officer, ECO, Operations supervisors to ensure adherence to controls via daily inspections and planned job observations.
- Ensure surfaces are clear of dust and spilled manganese.

### **C. Manganese warehouse storage (Responsibilities of Transnet Port Terminals)**

- Misting sprayers in the warehouse to mitigate fugitive dust during loading and offloading activities to prevent dust leaving the facility.
- Sweeper and vacuum trucks sweeping and removal of spilled material and dust from quay side and road.
- Reduce visible dust from anywhere along quay side and road surrounding the warehouse.

## **14. PROCEDURE OF WORK ACTIVITIES**

### **14.1 Demand for the Transportation and Handling of manganese ore will be controlled and**

managed by the Operations Department.

- 14.2 The service provider shall be required to attend all pre-plan meetings convened by the Operations Department in the Port of Saldanha, as well as all operational meetings during loading activities.
- 14.3 Prior to any service requirement, the Operations Department will convene a pre-plan meeting with the service provider and will share the customer's demands and/or requirements. All parties shall agree and sign off as to the number of articulated dumper trucks and straddle excavators required to render the services as well as the total tonnage to be transported, vessel nomination and arrival schedule.
- 14.4 Once agreed upon, the service provider will ensure that it meets its obligations. (Equipment requirements shall be dependent on manganese ore volumes required to be transported). As a result of changes due to operational requirements, the service provider must at all times be in a position to commence services within 24 hours of TPT placing an order for services.
- 14.5 In case of a short term unplanned operational requirement, the service provider shall perform the requested service within sixty (60) minutes, or any time as agreed upon between the service provider and the TPT Operations Department.
- 14.6 Provision of services by the service provider is further subject to favorable weather
- 14.7 conditions.
- 14.8 The service provider shall ensure that all services are fully supervised by a dedicated supervisor.
- 14.9 The service provider must regularly liaise with the Operations Manager/Department in respect of the operational activities that are taking or will take place, which has an impact on the services the service provider renders.
- 14.10 The Service Provider may not cede, assign, make over or delegate any of its rights and/or obligations to any third party without the prior written consent of TPT.

## **15. GENERAL DUTIES AND REQUIREMENTS**

- 15.1 The Service Provider undertakes that during the performance of the Transportation and Handling of Cargo Services, it shall carry out the following general duties:

- 15.2 Perform in accordance with the hours of work as may be stipulated by the Multi- Purpose Terminal, which shall include hours of work on public holidays and weekends. All Standby charges and overtime charges will be for the service provider's account.
- 15.3 The service provider shall ensure that all services are fully supervised by a dedicated supervisor.
- 15.4 The service provider must regularly liaise with the Operations Manager / Department in respect of the operational activities that are taking or will take place, which has an impact on the services the service provider renders.
- 15.5 The service provider must communicate the plan and undertake daily activities at the Multi- Purpose Terminal upon instruction from the TPT Operations Supervisor or Manager.
- 15.6 Ensure that the Supervisor on duty follows all planning and allocations according to the TPT schedule and that all communication will be with the nominated TPT's Representatives.
- 15.7 Ensure that all service provider personnel are strictly managed to ensure safety protocols and productivity levels.
- 15.8 Observe all activities relevant to the service requirements, mitigating any unsafe practices.
- 15.9 The service provider shall maintain a comprehensive and current up to date register and file of all authorized drivers and operators who will perform the transportation and handling of cargo services, such file shall be updated on a monthly basis with each driver's records, including but not limited to:
- Inductions.
  - First aid training.
  - Safety awareness training.
  - advanced driver training.
  - valid driver's license (scope and expiry date thereof).
  - Professional driving permit (PrDP) (Expiry date thereof).
  - Residential address and telephone number.

- Relevant medical information which may require attention during the provision of the transportation and handling of Cargo Services.
  - Copy of ID.
  - Any standard operation procedure training.
  - Corrective and disciplinary action where incidents/accidents occur.
- 15.10 The service provider shall be required to make such register and file available to TPT upon request.
- 15.11 Reconcile the tonnage of Cargo moved and dispatched and provide TPT's representative with completed records after the completion of every operation, or when reasonably required by TPT.
- 15.12 The service provider shall ensure the correct placement of Cargo, have a mutual understanding that any costs associated with the sorting of Cargo incorrectly stored is for the Service Provider's own account and shall be borne by it.
- 15.13 The service provider shall strictly adhere to the stowage, storage, Cargo-check, damage procedures and handling instructions as prescribed by TPT, importer, the Lines' and the Customer from time to time for the operations and functions forming part of the Transportation and Handling of Cargo Services.
- 15.14 Undertake to provide additional resources as requested by TPT to meet the planned productivity rate should cargo be required to be driven/moved to other areas.
- 15.15 Always ensure that, each driver has his own permit and under no circumstances a
- 15.16 supervisor's or the Service Provider use colleague's permit.
- 15.17 The Service Provider may not cede, assign, make over or delegate any of its rights and/or obligations to any third party without the prior written consent of TPT.
- 15.18 If granted, the Service Provider shall remain liable to TPT as a principal for the fulfilment of all the obligations of the sub-contractor.
- 15.19 There shall be no direct communication with the Customer, importer or any client of Transnet Limited-Service Provider(s) or stakeholders.

## **16. ANNEXURE**

- 16.1 Terminal View – Manganese Facility Layout
- 16.2 Current Train Offloading process
- 16.3 Train Offloading process Flow
- 16.4 CR-17 Wagon Design

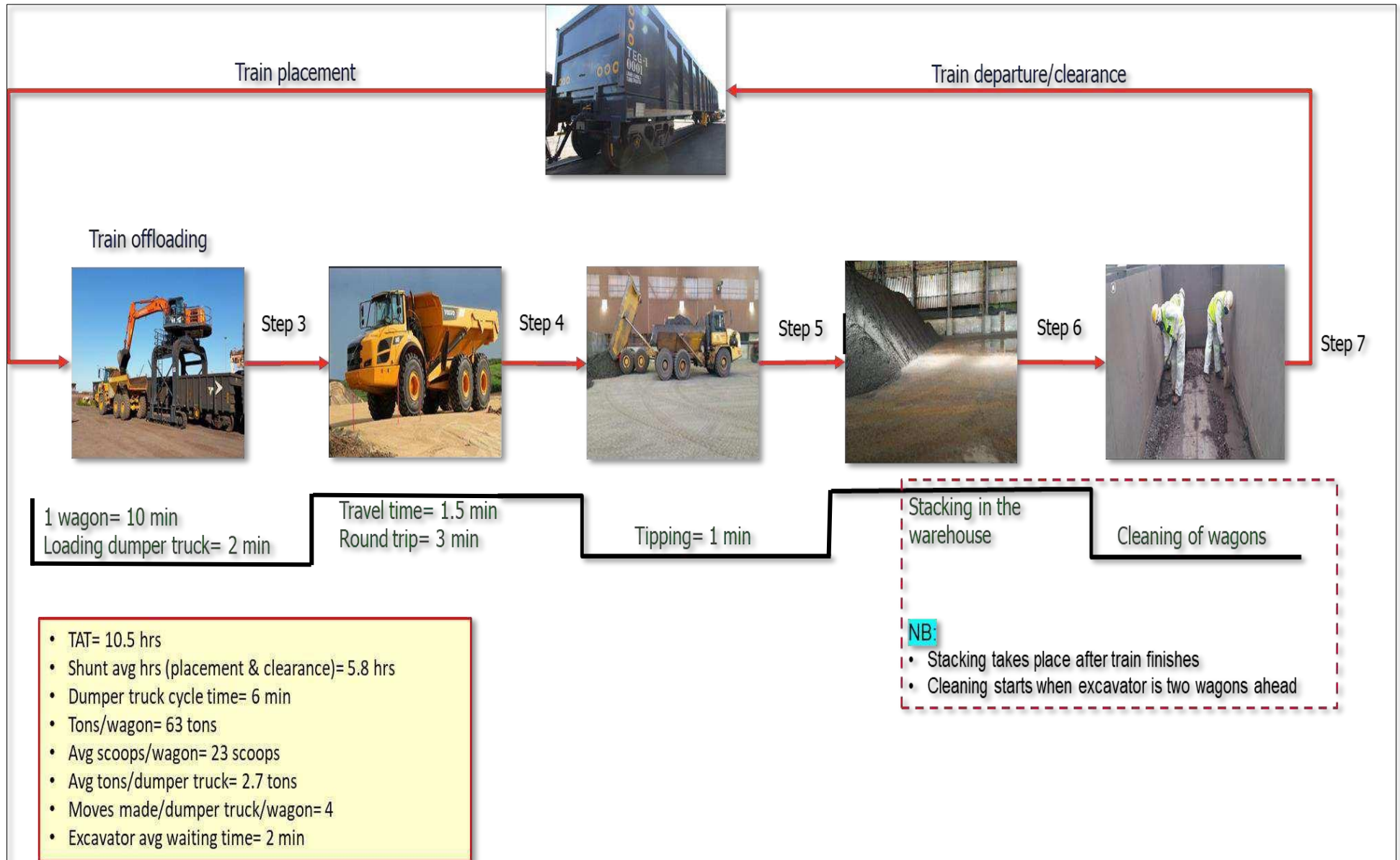


## 16.5 Dimensions of CR-17 and CR13/14 Wagons currently used

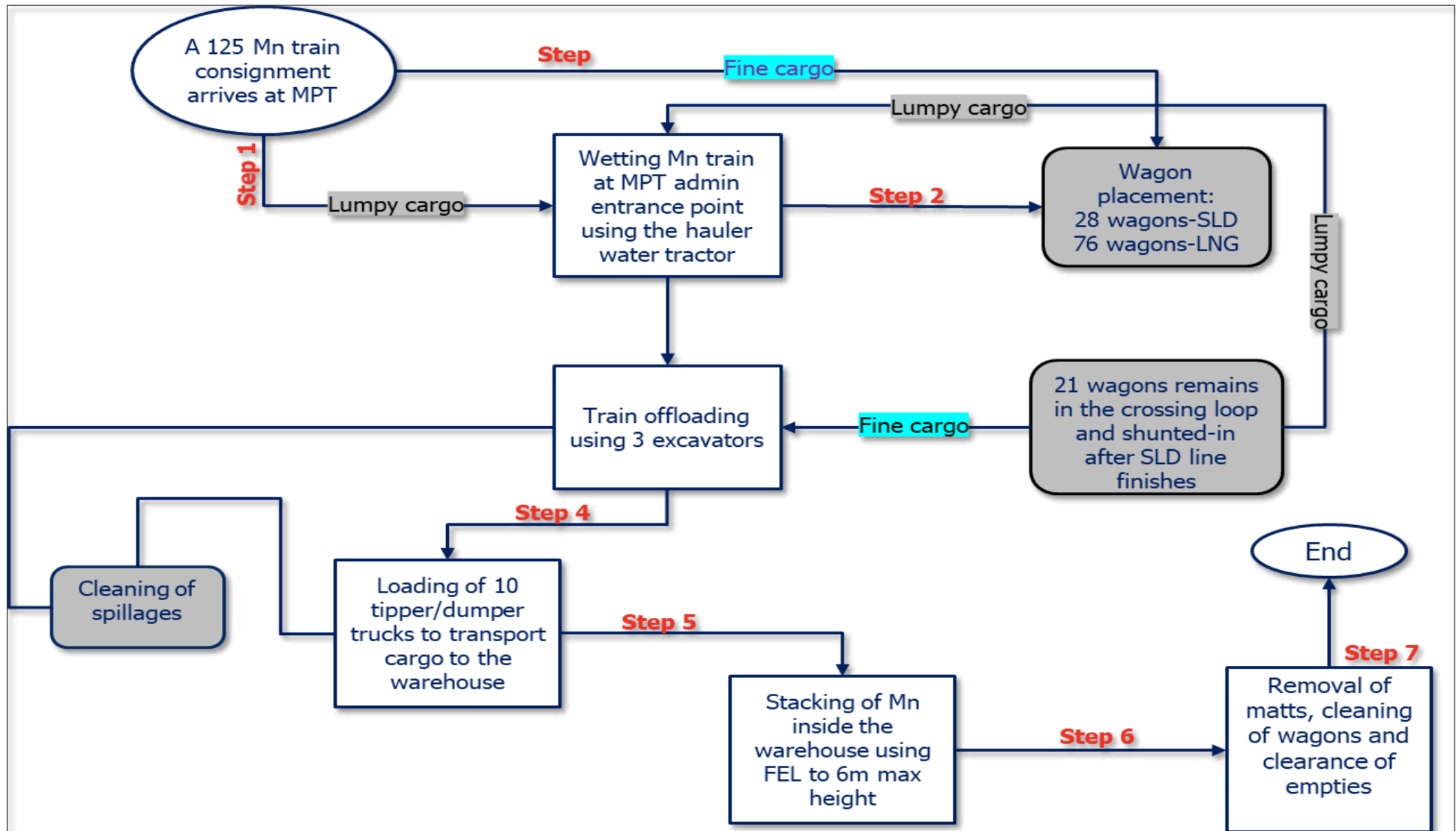
Terminal View – Manganese Facility Layout



## Current Train Offloading process



## Train Offloading process Flow





CR-17 Wagon Design

<div>Drawgear Equipment - Trekwerktoerusting</div> <div>KK Coupler Hydraulic Cushoning Device Koppelaar Hidrolese Kussingringing SSC Centre Sil Hydraulic Cushoning Device Middebaak Hidrolese Kussingringing</div>	<div><p>Side View Dimensions: 492, 1380, 6096, 1380, 8856</p><p>End View Dimensions: 2500, 1095, 2852</p><p>Top View Dimensions: 8840 (INSIDE), 9839, 2557, 2694</p></div> <div>Remarks Opmerkings: * 1 ABD AND L1 VALVE</div>	<div>Vehicle Number Range Voertuignommerreeks</div> <div>Placed in Service In Gebruik Geneem</div> <div>2012</div>																																																																																												
<div>Brake System - Remstelsel</div> <div>Vacuum V Air L Lug D Dual Power - Manually Operated Tweewag - Handbediening</div>	<div>Dual Power - Automatic A Tweewag - Automaties R Remversteller</div> <table><tr><td>Drawing Number Tekeningnummer</td><td>PEW821B0000</td><td>Original Design Drawing Number Oorspronklike Ontwerps-tekeningnr.</td><td></td><td>Tare (Average) Tarra (Gemiddeld)</td><td>kg</td><td>17800</td></tr><tr><td>Bogie Type Draaisteltipe</td><td>HS Mk VII</td><td></td><td></td><td>Load Vrag</td><td>kg</td><td>62400</td></tr><tr><td>Bearing Size Laergrootte</td><td>D</td><td></td><td></td><td>Load (Coal) Vrag (Steenkool)</td><td>kg</td><td></td></tr><tr><td>Springs per Bogie Vere per Draaistel</td><td>(Outer/Inner) (Buite/Binne)</td><td>10/10</td><td></td><td>Floor Area Vloeroppervlakte</td><td>m<sup>2</sup></td><td></td></tr><tr><td>Brake System Remstelsel</td><td>V, V/D, V/D/R, V/R L, L/R, L/R, L/V/R</td><td>-</td><td>* 1</td><td>Capacity Inhoudsvermoë</td><td>m<sup>3</sup></td><td>35.5</td></tr><tr><td>Brake Cylinders Remsilinders</td><td></td><td>1/ 10x12</td><td></td><td></td><td></td><td></td></tr><tr><td>Train Pipe / Treinpyp Brake Pipe / Rempyp</td><td></td><td>32</td><td></td><td></td><td></td><td></td></tr><tr><td>Brake Percentage Rempersentasie</td><td>(Empty/Loaded) (Leeg / Met Vrag)</td><td>58.7/21.6</td><td></td><td></td><td></td><td></td></tr><tr><td>Drawgear Equipment Trekwerktoerusting</td><td>AAR M901E</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Coupler / Yoke Koppelaar / Juk</td><td>F/F</td><td></td><td></td><td></td><td></td><td></td></tr></table>	Drawing Number Tekeningnummer	PEW821B0000	Original Design Drawing Number Oorspronklike Ontwerps-tekeningnr.		Tare (Average) Tarra (Gemiddeld)	kg	17800	Bogie Type Draaisteltipe	HS Mk VII			Load Vrag	kg	62400	Bearing Size Laergrootte	D			Load (Coal) Vrag (Steenkool)	kg		Springs per Bogie Vere per Draaistel	(Outer/Inner) (Buite/Binne)	10/10		Floor Area Vloeroppervlakte	m <sup>2</sup>		Brake System Remstelsel	V, V/D, V/D/R, V/R L, L/R, L/R, L/V/R	-	* 1	Capacity Inhoudsvermoë	m <sup>3</sup>	35.5	Brake Cylinders Remsilinders		1/ 10x12					Train Pipe / Treinpyp Brake Pipe / Rempyp		32					Brake Percentage Rempersentasie	(Empty/Loaded) (Leeg / Met Vrag)	58.7/21.6					Drawgear Equipment Trekwerktoerusting	AAR M901E						Coupler / Yoke Koppelaar / Juk	F/F						<table><tr><td>Converted from Omskep van</td><td>Date Datum</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table> <table><tr><td>Design Limit - Mass on Rail Ontwerplimiet - Massa op Spoor</td><td>kg</td><td>80000</td></tr><tr><td>Originally designed for Oorspronklik ontwerp vir</td><td colspan="2">MANGANESE</td></tr><tr><td>Converted for Omskep vir</td><td colspan="2"></td></tr><tr><td>Issued Uitgereik</td><td>Revision Hersiening</td><td></td></tr><tr><td>Date Datum</td><td></td><td></td></tr></table>	Converted from Omskep van	Date Datum					Design Limit - Mass on Rail Ontwerplimiet - Massa op Spoor	kg	80000	Originally designed for Oorspronklik ontwerp vir	MANGANESE		Converted for Omskep vir			Issued Uitgereik	Revision Hersiening		Date Datum			<div>CR-17</div>
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MEASUREMENTS	CR-17 Wagons	CR-13/14 Wagons
Wagon width	2.7m	3m
Boggy height	1.7m	1.580m
Rail track height	2.595m	2.648m
Length	8.9m	9.690*2= 20.2m
Wagon to Wagon length	9.4m	10m
Rail line	1m	1m
Clearance distance	4m	
Mid-center + rail + out mid-center	4m	

**CR13/14 Wagons currently**

