

TRANSNET NATIONAL PORTS AUTHORITY

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL NO: PEH/09/2025/FPF

REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF PREMISES DESCRIBED AS A PORTION OF ERF 1051 HUMWOOD, FOR A FISH PROCESSING FACILITY, LOCATED IN THE PORT OF PORT ELIZABETH FOR A PERIOD OF 20 YEARS.

ISSUE DATE: 12 September 2025

NON-COMPULSORY BRIEFING SESSION DATE: 22 September 2025

NON-COMPULSORY BRIEFING SESSION TIME: 13H00

CLOSURE OF CLARITY SEEKING: 31 OCTOBER 2025 @ 12H00 PM

CLOSING DATE: 14 NOVEMBER 2025

CLOSING TIME: 12H00 PM

BID VALIDITY PERIOD: 120 Business Days from Closing Date

Note to the Bidders:

Bid submissions must be done electronically and uploaded onto <https://transnetetenders.azurewebsites.net>

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REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF PREMISES DESCRIBED AS A PORTION OF ERF 1051 HUMWOOD, FOR A FISH PROCESSING FACILITY, LOCATED IN THE PORT OF PORT ELIZABETH FOR A PERIOD OF 20 YEARS.

SECTION 1: STANDARD BIDDING DOCUMENT (SBD)1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ENTERING INTO A LEASE WITH TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	PEH/09/2025/FPF	ISSUE DATE:	12 September 2025	CLOSING DATE:	14 November 2025	CLOSING TIME:	12H00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF PREMISES DESCRIBED AS A PORTION OF ERF 1051 HUMWOOD, FOR A FISH PROCESSING FACILITY, LOCATED IN THE PORT OF PORT ELIZABETH FOR A PERIOD OF 20 YEARS.						
BID RESPONSE DOCUMENTS SUBMISSION							
BIDDERS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED <i>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i> https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO E-MAIL ADDRESS: POPELEASEAPPLICATIONS@TRANSNET.NET							
BIDDER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
BIDDER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:						
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							

Respondent's Signature

Date & Company Stamp

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED BIDDER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN BIDDERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN.

1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

Respondent's Signature

Date & Company Stamp

SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as the **Bidder**].

DESCRIPTION	REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF PREMISES DESCRIBED AS A PORTION OF ERF 1051 HUMWOOD, FOR A FISH PROCESSING FACILITY, LOCATED IN THE PORT OF PORT ELIZABETH FOR A PERIOD OF 20 YEARS.
TENDER ADVERT	All Transnet tenders are advertised on the Transnet National Ports Authority website.
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. All unsuccessful Bidders have a right to request for reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.</p> <p>Any addenda to the RFP or clarifications will be published on the Transnet National Ports Authority website.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
NON-COMPULSORY BRIEFING SESSION AND SITE VISIT	<p>A Non-compulsory briefing session will be held via Microsoft Teams on 22 September 2025 at 13h00 to 14h00. Bidders can join the non-compulsory briefing session by using the following Microsoft teams details on:</p> <p>meeting link Join the meeting now OR Meeting ID: 335 567 499 965 4</p> <p>Passcode: ZV7t9iT3</p> <p>Upon completion of the non-compulsory briefing session Bidders may make arrangements for a site visit at a time to be agreed.</p>
CLOSING DATE 12h00 pm on Friday 14 November 2025	<p>Bidders must ensure that bids are uploaded onto the system by the stipulated time.</p> <p>If a bid is late and/or loaded incorrectly by the closing date, it will not be accepted or receive further consideration.</p> <p>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth, or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by Bidders as a result of their technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted. Bidders may only use alphabetical and/ or numerical characters in the file names of electronic documents which are uploaded. Use of any other characters may result in the documents being corrupted, for which TNPA takes no responsibility.</p>

VALIDITY PERIOD	<p>One hundred and twenty (120) Business Days from Closing Date</p> <p>Validity period is the period for which the Bid remains valid. Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder(s), the validity of the successful Bidder(s)' bid will be deemed to remain valid until a final agreement has been concluded. Should a Bidder fail to respond to a request for extension of the validity period before it expires, that Bidder will be excluded from the tender process.</p> <p>Bidders who fail to respond to a request for extension of bid validity before the validity lapses, or who declines such a request shall not be considered further in the Tender evaluation process.</p>
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Any additional information or clarification will be published on the Transnet National Ports Authority website, if necessary.

2 FORMAL NON-COMPULSORY BRIEFING SESSION AND SITE VISIT

A non-compulsory RFP briefing session will be conducted online. The briefing session will start punctually, and information will not be repeated for the benefit of Bidders arriving late. Bidders must join the briefing session by using the meeting details link [Join the meeting now](#) OR Meeting ID: **335 567 499 965 4** Passcode: **ZV7t9iT3**. Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Bidders to attend. Transnet will not be held responsible if any Bidder who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.

- 2.1 Bidders are encouraged to have a copy of the RFP at the RFP briefing.
- 2.3. Bidders who wish to view the property must make arrangements through the dedicated email address.

3 PROPOSAL SUBMISSION

- 3.1 Log on to the Transnet eTenders management platform website/portal (transnetetenders.azurewebsites.net). Please use Google Chrome to access Transnet link/site;
- 3.2 Click on "ADVERTISED TENDERS" to view advertised tenders;
- 3.3 Click on "SIGN IN/REGISTER" – for Bidder to register their information (must fill in all mandatory information);
- 3.4 Click on "SIGN IN/REGISTER" - to sign in if already registered;
- 3.5 Toggle (click to switch) the "Log an Intent" button to submit a bid;
- 3.6 Submit bid documents by uploading them into the system against each tender selected.

No late submissions will be accepted. The Bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 RFP INSTRUCTIONS

- 4.1 Please sign the documents [**sign, stamp and date the bottom of each page**]. The person(s) signing the submission/documents must be legally authorised by the Bidder to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 11 below (Legal Review) and **Section 6** of the RFP, alterations, additions, or deletions **must not** be made by the Bidder to the actual RFP documents.

5 JOINT VENTURES

- 5.1 Bidders who would wish to respond to this RFP as a Joint Venture [**JV**] with B-BBEE entities, must state their intention to do so in their RFP submission. Bidders must ensure that the bid is submitted under the name of the intended JV and not in the name of a singular entity that is a member of the JV. Such Bidders must also submit a signed JV agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV agreement is submitted to Transnet.
- 5.2 Bidders are to note that for the purpose of evaluation, **a JV will be evaluated based on one consolidated B-BBEE score card** (a consolidated B-BBEE Status Level verification certificate). Preference points will be awarded to a Bidder for attaining the specific goals requirements in accordance with the table indicated in paragraph 4.1 of Section 9 of the specific goals Claim Form.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **12h00 pm on 31 October 2025** substantially in the form set out in **Section 8** hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website. No further responses to clarification will be provided after the stipulated date and time.
- 6.2 Bidders are to note that changes to its submission will not be considered after the closing date.
- 6.3 It is prohibited for Bidders to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.4 Bidders found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 6.5 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. Bidders are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful Bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard, Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent agreement, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent agreement, written approval must be obtained from Transnet.

8 COMPLIANCE

The successful Bidder(s) shall be in full and complete compliance with any and all applicable laws and regulations.

9 EMPLOYMENT EQUITY ACT

Bidders must comply with the requirements of the Employment Equity Act (Act No. 55 of 1998) applicable to it including (but not limited to) **Section 53** of the Employment Equity Act.

10 DISCLAIMERS

Bidders are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 10.1 Modify the RFP and request Bidders to re-bid on any such changes;
- 10.2 Reject any Proposal which does not conform to instructions and scope of requirements which are detailed herein;
- 10.3 Disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 Award an agreement in connection with this Proposal at any time after the RFP's closing date;
- 10.5 Award an agreement for only a portion of the proposed Premises which are reflected in the scope of this RFP;
- 10.6 Split the award of the agreement between more than one Bidder, should it at Transnet's discretion be more advantageous in terms of, amongst others, revenue, or developmental considerations;
- 10.7 Cancel the bid process;
- 10.8 Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 Not accept any changes or purported changes by the Bidder to the rental offer after the closing date and/or after the award of the business;
- 10.11 Cancel the agreement and/request that the National Treasury to place the Bidder on its Database of Restricted Bidders for a period not exceeding 10 years, on the basis that an agreement was awarded on the strength of incorrect information furnished by the Bidder or on any other basis recognised in law; and
- 10.12 Award the business to the next ranked Bidder, provided that he/she is still prepared to provide the required rental offer, should the preferred Bidder fail to sign or commence with the agreement within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked Bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the bid process has been published on the National Treasury e-tender Portal and Transnet website.

Note that Transnet will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder is awarded an agreement.

11 LEGAL REVIEW

A Proposal submitted by a Bidder will be subject to evaluation and adjudicated by the relevant governance structures within Transnet. Any changes to the standard terms and conditions of Transnet's lease agreement shall be subject to review and acceptance of Transnet's Legal Counsel, prior to the finalisation of an award of a lease agreement.

12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the successful Bidder and personnel must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the successful Bidder. Acceptance of the bid is also subject to the condition that the successful Bidder will implement all such security measures as the safe performance of the agreement may require.

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders are required to self-register on the National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key Bidder information. Bidders must register on the CSD prior to submitting their bids. Business may not be awarded to a Bidder who has failed to register on the CSD. Only foreign Bidders with no local registered entity need not register on the CSD. Such Bidders should note however, that it will be required to incorporate and register a South African company in accordance with South African company laws for the purpose of concluding a lease agreement.

For this purpose, the attached SBD 1 form must be completed and submitted as an essential returnable document by the closing date and time of the bid.

14 TAX COMPLIANCE

Bidders must be compliant when submitting a proposal to Transnet and remain compliant for the entire agreement term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Bidders be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidders tax obligations.

The Tax Compliance status requirements are also applicable to foreign Bidders/individuals who wish to submit bids.

Where Consortia /Joint Ventures /Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**Transnet urges its clients, Bidders and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS:**



Ethics Helpdesk (Pty) LTD.
Ethics Management System™

You can choose to be **Anonymous** or **Non-Anonymous** on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER



AI Voice Bot "Jack"

Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.



What's App

Speak to an Agent via What's App.



Speak to an Agent

Speak to an Agent via the platform with no call or data charge



Telegram

Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



***120*0785980808#**

SECTION 3: EXECUTIVE OVERVIEW AND SCOPE OF REQUIREMENTS

1. EXECUTIVE OVERVIEW

- 1.1. TNPA is established through the National Ports Act 12 of 2005 to serve as the ports authority and landlord, responsible for the safe, efficient and economic functioning of the national ports system, which it manages, controls and administers on behalf of the State.
- 1.2. **Section 11** of the National Ports Act prescribes the core functions of TNPA, including:
 - 1.2.1 To plan, provide, maintain and improve port infrastructure;
 - 1.2.2 To prepare and periodically update a port development framework plan for each port;
 - 1.2.3 To promote the use, improvement and development of ports and control land use within the ports, having the power to lease port land under conditions that it determines;
 - 1.2.4 To promote greater representation, in particular to increase participation in port operations of historically disadvantaged people;
 - 1.2.5 To provide or arrange marine-related services, i.e. pilotage services, tug assistance, berthing services, dredging and hydrographic services;
 - 1.2.6 To ensure that adequate, affordable and efficient port services and facilities are provided, including regulatory oversight of all port activities; and
 - 1.2.7 To provide aids to assist the navigation of vessels within port limits and along the coast.
- 1.3. The South African fish market is projected to experience an annual growth of 8.23% from 2025 to 2030 driven by several factors, such as a growing population, increasing demand for seafood, and advancements in fishing technologies. Government initiatives, including new fishing quotas and investments in infrastructure for processing and distributing fish products, further support this growth.
- 1.4. The Port of Port Elizabeth (PoPE), located in Algoa Bay off the Indian Ocean on South Africa's southern shores in the Nelson Mandela Bay Metropolitan, has long been home to many fishing companies. Currently, it has two leased facilities, one of which, built in 1989, is earmarked for demolition following a structural integrity assessment. The site will be available for redevelopment after the current lease ends on 31 March 2026.
- 1.5. The Port Development Framework Plan (PDFP), includes provisions for the fishing industry, accommodating both sea-based and land-based activities that contribute to exports and local distribution.
- 1.6. This RFP pertains to a parcel of land identified for the development of a Fish Processing Facility (FPF), strategically located near the Jetty and Flemming Street entrances of the port with direct quay access. Site/Phase 1 is approximately 1,907m² in extent, including ±379m² quay space, approximately 51m in length (including backup area) and Site/Phase 2 is approximately 5,414m² in extent, including ±1,005m² quay space, approximately 72m in length.
- 1.7. The development of the FPF is viewed as a catalytic project to increase the port's capacity and ability to support to the fishing industry value chain within the port limits, based on industry demand.
- 1.8. The development of the FPF aims to:

- 1.8.1. Respond to the market's need for fish processing, freezing, packaging and distribution facilities;
- 1.8.2. Provide back-of-port facilities that directly support fishing product exports;
- 1.8.3. Service the operational requirements of the industry; and
- 1.8.4. Ensure spatial alignment with the envisaged port development.

2. SCOPE OF REQUIREMENTS

- 2.1. The below sites are the subject of this RFP. Bidders are to indicate by marking an "x" as to the subject of their bid submission:

Site	Extent	Mark with "X"
Site 1	1,907m ²	
Site 2	5,414m ²	

- 2.2. Bidders are invited to submit a response to this RFP for:

- 2.1.1 The design, construction, and long-term lease (20 years) of the land for the operations of the FPF to provide value-added services to the fishing industry.
- 2.1.2 The development is divided into two phases (sites), each designated for fishing operations and available for lease:
 - 2.1.2.1 Phase 1 being a vacant site measuring approximately 1,907m² in extent, including ±379m² quay space, for design, construction and long-term lease; and
 - 2.1.2.2 Phase 2, being a site measuring approximately 5,414m² in extent, including ±1,005m² quay space, becoming available on 1 April 2026 for the partial or complete demolition, design, construction and long-term lease.
 - 2.1.2.2.1 Site 2 is currently occupied and comprises several structures utilised for fish processing, packaging, training and administrative activities.
 - 2.1.2.2.2 A structural integrity and condition assessment was conducted in 2020 by independent consultants – refer to Annexure 7.
 - 2.1.2.2.3 The assessment determined that several buildings on the site do not comply with latest SANS 10160 (Structural Design) and SANS 10400 (National Building Regulations) standards.
 - 2.1.2.2.4 As a result, occupation is allowed until the current lease expires on 31 March 2026, after which the site will be made available for demolition and redevelopment as part of this RFP.

2.1.2.2.5 In the event that the Successful Bidder, during the design phase, elects to retain any portion of the existing structures rather than proceed with full demolition:

2.1.2.2.5.1 A detailed structural assessment must be undertaken by a suitably qualified and registered structural engineer. This assessment shall guide the development approach by evaluating the structural integrity of the existing buildings, identifying any required modifications, and specifying the necessary reinforcements to ensure the ongoing safety, compliance, and functional suitability of the retained structures. The cost of this assessment and any resulting design implications shall be for the Bidder's account. This process must be undertaken in a manner that does not delay the overall design phase or implementation timelines.

2.1.2.2.5.2 Any asbestos roofing present on the site must be safely removed and replaced in full compliance with all applicable legislation and health and safety regulations. Replacement roofing materials must be selected based on criteria that include durability, regulatory compliance, environmental impact, and long-term sustainability, appropriate to the proposed future use of the facility. The cost of asbestos removal and replacement shall also be for the Bidder's account and must be managed in a manner that does not delay progress during the design or construction phases.

2.1.2.2.5.3 Any proposal to retain existing structures is subject to TNPA's written approval, which will be granted at its sole discretion.

2.1.3 Respondents may submit bids for one or both sites, with the option to consolidate the operations into one facility where a bid is submitted for both sites. Bidders must clearly indicate their chosen option in the space allocated under paragraph 2.1 above.

2.1.4 With respect to demolition of the structure(s) in Phase 2, the successful Bidder must:

- 2.1.4.1 Adhere to South African laws and regulations governing demolition activities;
- 2.1.4.2 Obtain necessary permits and approvals from local authorities;
- 2.1.4.3 Comply with environmental regulations and ensure safe demolition practices, including the handling of hazardous materials, noise control and dust management; and

2.1.4.4 Dispose of demolition waste in accordance with National Environmental Management: Waste Act (No. 59 Of 2008).

2.1.5 Should either one or two leases be awarded, the leasing approach will be as follows:

2.1.5.1 The lease will be a triple net lease, with the successful Bidder(s) being responsible for insurance, repairs, maintenance and upkeep, including ensuring compliance to all relevant legislation, of the leased areas; and

2.1.5.2 TNPA will conduct oversight on the tenant's activities in terms of the above as well as during the construction of the infrastructure.

2.1.6 The design and construction phase shall precede the lease tenure offered. Bidders must justify the total period of this phase in motivation of a beneficial occupation period. The parties must reach agreement during the negotiation phase on the practicality of the proposed period, particularly where speculative development is involved.

2.1.7 During the design and construction phase, the successful Bidder(s) will bear the upfront capital cost of the demolition (if applicable) and development, executed in accordance with the agreed design.

2.1.8 Upon completion of the development, the successful Bidder(s) will lease the land (and remaining structure(s), if applicable) to operate the facility and provide value added services to the fishing industry.

2.1.9 The tenure offered will be a maximum twenty (20) years, with the design and construction phase preceding the lease tenure.

2.1.10 After the expiry of the lease tenure, all infrastructure constructed on the land will revert to Transnet as the landowner.

2.2 The rental proposal over the lease term shall include and be subject to the following:

2.2.1 The successful Bidder may be considered for a reduced rental or rental reprieve during the initial development phase. Where a full reprieve is granted, only applicable holding costs will be recoverable. A stepped rental structure may also be proposed, aligned to the progressive occupation and activation of portions of the site within clearly defined timeframes.

2.2.2 Rental during the operational phase shall be calculated on the:

2.2.2.1 Market value of the land; or

2.2.2.2 Market value of the land including the improvements thereon in their original condition, if improvements are not completely demolished; with

2.2.2.3 A market related annual escalation; and

2.3 The conditions of the development of the premises shall be as follows:

2.3.1 Bidders must ensure the development accommodates and complements the environment of the site(s) and aligns to the port's immediate and future needs, planning principles and sustainable development goals.

- 2.3.2 Bidders must ensure the facility to be developed ideally incorporates the following elements:
- 2.3.2.1 Administration office accommodation, including related requirements such as training facilities, locker rooms, ablutions, and parking for staff and visitors;
 - 2.3.2.2 Fish offloading facilities;
 - 2.3.2.3 Packaging facilities;
 - 2.3.2.4 Cold storage facilities;
 - 2.3.2.5 Ice plant; and
 - 2.3.2.6 Renewable energy sources, specifically related to water and electricity supply, to support the operation.
- 2.3.3 Bidders will be required to comply with the Port Elizabeth Town Planning Scheme, the approved Port Development Framework Plan (PDFP), Construction Regulations, relevant sections of the Occupational Health and Safety Act (OHS Act), relevant South African National Standards, Nelson Mandela Bay Municipality municipal bylaws, National Heritage Resources Act, Integrated Coastal Management Act, National Environmental Act and any other applicable regulatory requirements.
- 2.3.4 Bidders are to acquaint themselves with all requirements for undertaking the development, including all the necessary applications to obtain approval for construction and any other necessary approvals which may apply, including (without limitation):
- 2.3.4.1 Building plan and site development plan approvals;
 - 2.3.4.2 Civil Aviation Authority approvals (for flight path restrictions which may apply);
 - 2.3.4.3 Site licenses (if required); and
 - 2.3.4.4 Environmental Authorization (if required), which must be transferred into the name of TNPA.
- 2.3.5 Costs for obtaining approvals must be included in the servicing and site enablement plans. These costs should cover all necessary built environment professional and allied disciplines. The successful Bidder(s) will bear these costs as part of the overall total development expenses.
- 2.3.6 The timeframe for approvals and the construction phase will be considered a Beneficial Occupation period, during which a rental reprieve or reduced rentals will apply. This period will precede the operational phase of the lease. The Bidder's submission must clearly articulate the period of beneficial occupation and provide justification based on proven timelines to bring the facilities into operation.
- 2.3.7 The successful Bidder(s) shall be responsible for obtaining all necessary permits and licenses for the demolition and/or construction of buildings, as well as any approvals related to connecting bulk infrastructure to the site boundary, if applicable. Lead times for procuring these licenses and approvals must be included in the draft program submitted with the RFP. This ensures the property becomes fully operational by the dates specified in the development

program and aligns with the dates in the agreement(s). The time and costs for achieving these milestones must be incorporated into the overall development cost and program submitted as part of the RFP response.

2.3.8 The successful Bidder(s) shall be responsible for the entire procurement process required in the successful implementation and completion of the demolition and/or development, including:

2.3.8.1 Overall responsibility for the design of the buildings and any associated infrastructure;

2.3.8.2 Local authority approvals;

2.3.8.3 All construction activities associated with the development, costs and quality management;

2.3.8.4 Environmental and safety compliance in terms of the demolition and/or construction regulations;

2.3.8.5 Overall project and program management; and

2.3.8.6 The necessary insurances and guarantees required to successfully complete the demolition and/or development subject to terms and conditions as stipulated in the Lease Agreement.

2.4 TNPA reserves the right to evaluate development costs and may elect to invest capital into the development. Should TNPA invest capital, rental terms will be negotiated in accordance with the investment cost. In this regard, certain provisions contained in this RFP may be revisited in the case of TNPA electing to invest in part or whole of the development as may be applicable.

2.5 Bidders are required to include the following, over and above the returnable documents as indicated under **Section 5**, in their response to this RFP:

2.5.1 Commercial terms including rental, escalation, estimated operating costs;

2.5.2 A high-level development proposal that outlines the intended vision for the site. While not as detailed as a final Site Development Plan, the submission must include:

2.5.2.1 Proposed use and functional zoning (e.g., processing, cold storage, admin, training, etc.);

2.5.2.2 Indicative site layout or spatial footprint;

2.5.2.3 Phasing of the development (if applicable);

2.5.2.4 Access, circulation and servicing assumptions;

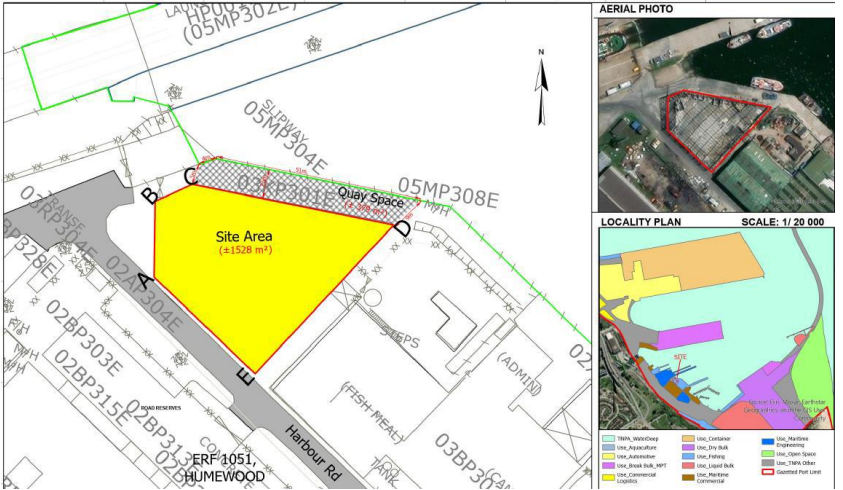
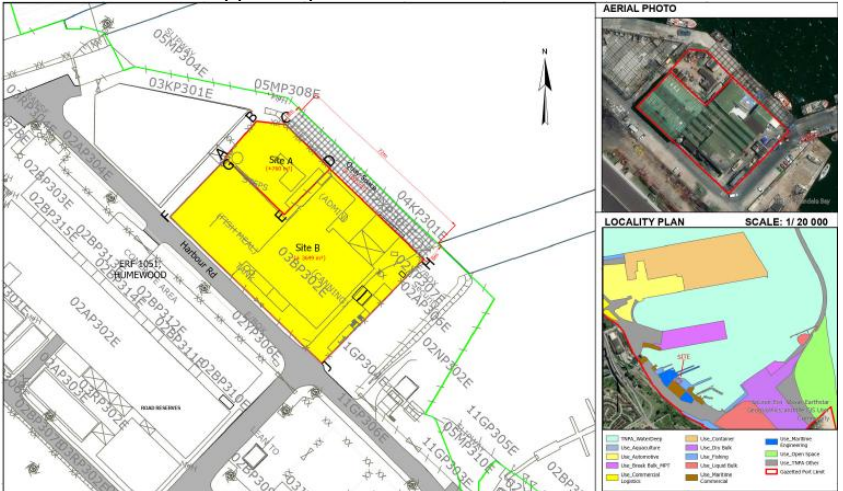
2.5.2.5 Intended building typologies and design principles;

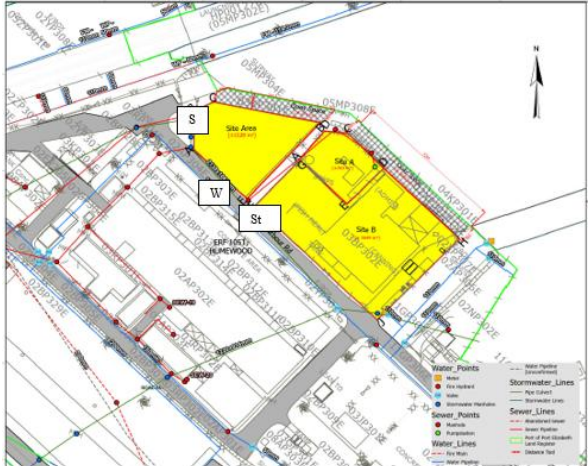
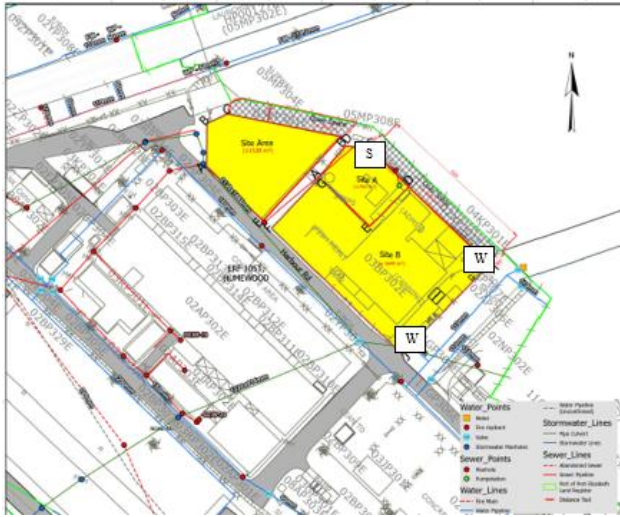
2.5.2.6 Any key assumptions or dependencies; and

2.5.2.7 Feasibility concept design with architectural/artistic impressions.

- 2.5.3 Project feasibility indicating projected income from operations, full development costs (including land and finance costs) and anticipated returns from the development;
- 2.5.4 Indicative development program and schedule;
- 2.5.5 Confirmation of funding sources, if funding is to be obtained from a third party. TNPA does however acknowledge that the confirmation of funding will be subject to the Bidder first securing the development opportunity as well as the viability of the proposed development. In this case a letter of intent shall suffice indicating conditions to be met by the Bidder should they be successful.

2.6 Below is a table indicating details of the property:

Description	Detail
Erf details and extent	<p>1. Phase 1 – A vacant portion of Erf 1051, Humewood, measuring 1,907m² in extent, including ±379m² quay space. The topography of the site is sloping on the northern boundary, gradually reducing towards a gentle slope on the southern boundary.</p>  <p>2. Phase 2 – A portion of Erf 1051, Humewood, measuring approximately 5,414m² in extent, including ±1,005m², with improvement(s) thereon becoming available on 1 April 2026. The topography of the site is sloping on the northern boundary, gradually reducing towards a gentle slope on the southern boundary. Access to the site is from the upper slopes thereof.</p> 
Zoning	Special Purposes Zone No. 273 in terms of the Port Elizabeth Zoning Scheme. Uses permissible by special consent include industrial, commercial, recreational and specialised facilities.

Height Restrictions	2 storeys, however departures can be applied for from the local authority
Access	Access to the site(s) is available through Jetty Street and Flemming Street port entrances
Bulk Services	<p>Site 1:</p>  <p>Water: Location – indicative point indicated on drawing above Pipe Size – 50mm diameter Meter – to be installed</p> <p>Electricity: Supply – 200A 3-phase may be supplied, however, available capacity will be verified using a load logger Distance – The kiosk is situated at 25m from the site boundary Meter – The switch room has a metering panel, however, configurations have to be made</p> <p>Sewer: Indicative connection indicated on drawing above</p> <p>Site 2</p>  <p>Water: Location – indicative points indicated on drawing above Pipe Size – 75mm diameter 2 meters installed</p> <p>Electricity: Currently supplied by 1250A 3-phase supply (860KVA) 3 meters installed</p> <p>Sewer: Pumpstation</p>

Other Services	<p>Quayside: The jetty wall extends approximately 246m with an advertised berth depth of approximately -4.00m CD. The current berth depth along the quayside of Phase 1 ranges between -2.50 CD to -3.50m CD and between -3.50m CD and -4.0m CD for Phase 2. An upgrade project to the pile wall is currently underway that is expected to increase the berth depth along the quay to between -2.70m CD and -5.20m CD. This should be considered as a potential future state and not a guaranteed condition. . It is important to note that access to the quay may be disrupted during the project's implementation, the details of which will be shared with all affected parties in advance to support operational planning. Furthermore, bidders are to assess whether the vessels the intend to serve can safely berth at the quay. Where direct berthing is not feasible, alternative arrangements such as transporting produce or ice to and from the vessel must be considered.</p> <p>Security: The Successful Bidder(s) will be required ensure that their activities do not compromise Port Security or the broader operations of the Port. This includes all provisions as stipulated in the lease agreement as well as adherence to access control protocols for entry into their facility. Implementation of additional security control measures to prevent any illegal activities within their designated area is strongly advised, e.g. camera/alarm systems.</p>
Use	Fish Processing Facility providing value-added services to the fishing industry
Environmental	<ol style="list-style-type: none"> CWDP – If the successful Bidder(s) intend to discharge effluent into coastal waters, a Coastal Waters Discharge Permit (CWDP) would need to be obtained from the Department of Forestry, Fisheries and the Environment (DFFE). This permit is mandated by the National Environmental Management: Integrated Coastal Management Act, 2008 (Act No. 24 of 2008), which stipulates that no person may discharge land-derived effluent into coastal waters without proper authorization. Wastewater & Industrial Effluent – The successful Bidder(s) would also need to adhere to local municipal by-laws regarding wastewater and industrial effluent. These regulations set limits on various parameters of the effluent, such as temperature, pH value, chemical oxygen demand, and concentrations of specific chemicals and metals. Environmental Management Plans – decommissioning-, construction-, and operations specific EMPs will be required for approval.
Green Energy	Bidders are encouraged to ensure that their design and proposed operations take into consideration green design elements.

3. GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to understand the Bidder's position regarding environmental commitments, including key environmental characteristics such as waste disposal, recycling, and energy conservation.

4. GENERAL BIDDER OBLIGATIONS

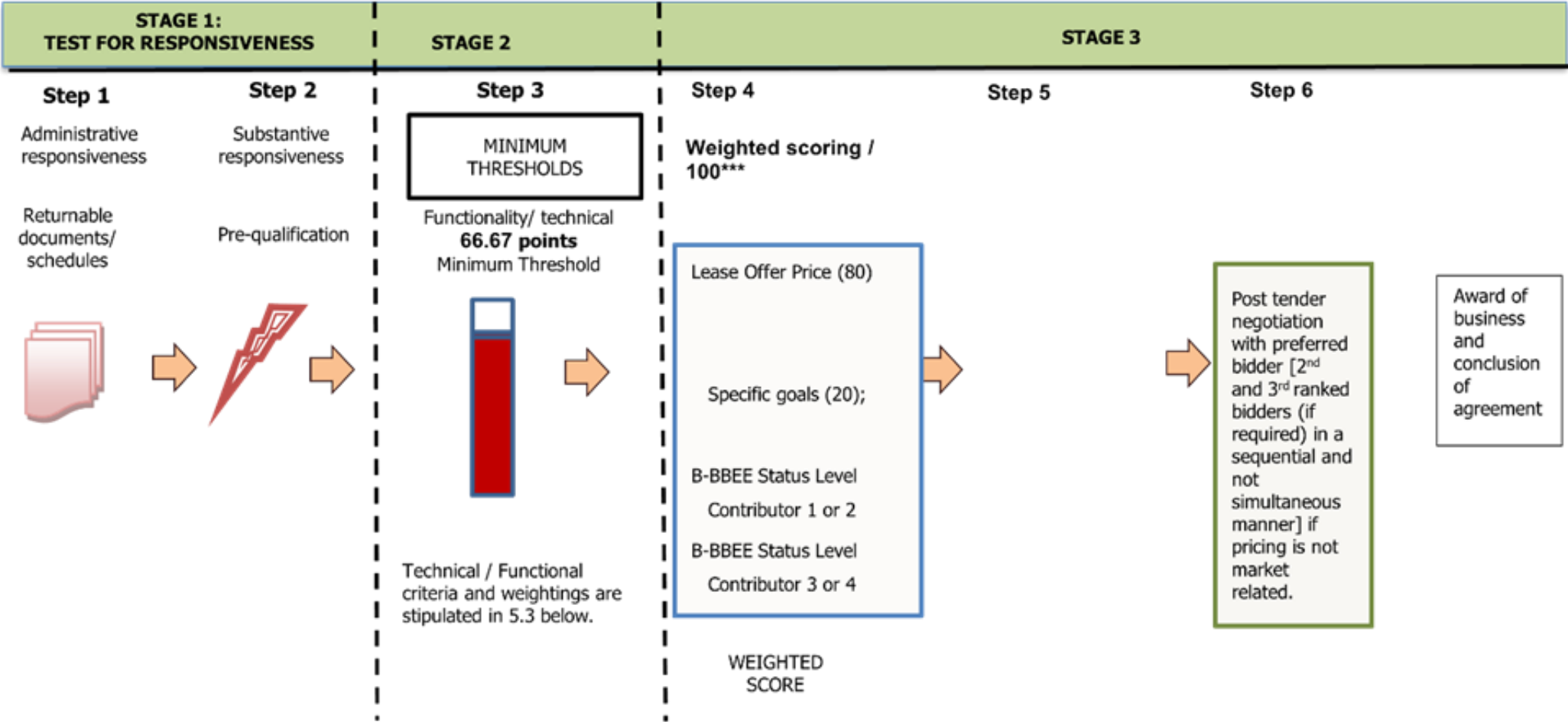
- 4.1. The Bidder shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 4.2. The Bidder must comply with the requirements stated in this RFP.

5. EVALUATION METHODOLOGY

Transnet will utilise the following methodology as diagram 1 and criteria in selecting a preferred Bidder:

NB: Evaluation of the various stages will normally take place in a sequential manner and will be undertaken by no less than three personnel. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of Bidders at any given stage must not be interpreted to mean that Bidders have necessarily passed any previous stage(s).

Diagram 1: Evaluation Methodology



STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
Whether the Bid has been lodged on time	<i>Section 1</i>
Verify if the bid document has been duly signed by the authorised Bidder representative	<i>All Sections</i>

The test for administrative responsiveness [Step One] must be passed for a Bidder's Proposal to progress to Step Two for further pre-qualification.

5.1. STEP TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
Whether the Bid contains a priced rental offer as prescribed in the schedule	<i>Section 4</i>

The test for substantive responsiveness [Step Two] must be passed for a Bidder's proposal to progress to Step Three for further evaluation.

5.2. STEP THREE: Minimum Threshold 66.67 points for Functionality/Technical Criteria

- 5.3.1 Bidders will be evaluated on previous experience and track record as well as the Business Plan. Weighted scores for each criterion will be allocated and Bidders are required to achieve a minimum of **66.67/100** in order to progress to the next evaluation stage.

No.	Weight	Criteria	Requirements	Type of Proof / Evaluation Document/s	Scoring Guide	Points	Min Requirement
5.3.1.1	10	Bidder's Previous Experience, Track Record and Financial Status	The Bidder must have a minimum of 10 years' operational experience in the fishing industry, specifically in providing value-added services that support fish processing, packaging, and distribution. A comprehensive company profile must be submitted, detailing the full scope of services the Bidder has provided within the fishing industry.	Company profile with evidence of number of years	>10 years' experience with supporting evidence	10	6
					10 years experience with supporting evidence	8	
					<10 years' experience with supporting evidence	6	
					No submission / company profile without supporting evidence	0	
5.3.1.2	10		Bidder's bank rating issued by a financial institution confirming the rating of the entity as a going concern, which is not older than 3 months	Bank Rating not older than 3 months	Bank Rating A not older than 3 months	10	6
					Bank Rating B not older than 3 months	8	
					Bank Rating C not older than 3 months	6	
					No Submission / D rating and below / report older than 3 months	0	
5.3.1.3	5		The Bidder provides at least 4 reference letters from clients as testimonials on services provided. Services referenced shall be value-added services in support of fishing industry for services as required by this RFP. Reference letters shall include the contact information of the client and shall not be older than 5 years. Format to Include: Customer/ Company Name, Customer/ Company Address, Customer/Company contact details and email address, Project Scope/Services provided and Project Duration	Reference Letters not older than 5 years	>4 reference letters not older than 3 years	10	6
					4 reference letters not older than 3 years	8	
					<4 reference letters not older than 3 years	6	
					No submission or reference letter is older than 3 years	0	
5.3.1.4	10		The Bidder shall have financial backing from reputable financiers or self-funding and provide proof of such.	Letter of Financial Support	Approval of Financing	10	6
					Pre-approval of Financing	8	
					Letter of intent of Financing	6	
					No letter submitted	0	
5.3.1.5	15		The Bidder's financial ratios shall be within the required risk appetite for TNPA. Bidders must submit audited Annual Financial Statements of the last three financial years.	Audited Financial Statements	Solvency Ratio ≥ 0.4	2	8
					Liquidity Ratio ≥ 1.2	2	
					EBITDA = Positive	2	
					Working Capital ≥ 1.2	2	

Respondent's Signature

Date & Company Stamp

No.	Weight	Criteria	Requirements	Type of Proof / Evaluation Document/s	Scoring Guide	Points	Min Requirement
5.3.1.6	5	Align to Port Development Framework Plan (PDFP) and Port Priority	Nature of Operations as a minimum must detail the following details: 1. Use of the premises, 2. Prove the use is Port related, and 3. Use will support the Port business	Business Plan	Proposed operations address all 3 elements with additional benefits to the Ports Proposed operations address all 3 elements Proposed operations address less than 3 elements No submission / Proposed operations do not align to PDFP	3 2 1 0	2
5.3.1.7	5	Market Analysis	Market Analysis must demonstrate the following: 1. Identification of status quo market and services. Bidder to demonstrate a clear undertaking of business operating environment. 2. Identification of the potential market or segment analysis. 3. Gap analysis identification of discrepancy between actual and potential market. 4. Bidder to provide a SWOT analysis. 5. Bidder to identify and illustrate economic spin-offs per market segment.	Business Plan	Market analysis is a Port related commercial activity that addresses more than 5 elements. Market analysis is a Port related commercial activity that addresses all 5 elements. Market analysis is a Port related commercial activity that addresses less than 5 elements. No submission / market analysis is not a Port related commercial activity.	3 2 1 0	2
5.3.1.8	5	Value Add to Port Operations	Bidder's operations must add Value to Port operations in the following ways: 1. Vision and Mission statement to clearly articulate major goals and ambitions. 2. Applicant to demonstrate relevant and achievable strategic objectives. 3. Applicant to indicate how they will bring innovation to the fore. 4. Proposed value to Port (short- and medium-term).	Business Plan	Prospective Bidder's operations will add Value to Port operations by addressing more than 4 elements Prospective Bidder's operations will add Value to Port operations by addressing all 4 elements Prospective Bidder's operations will add Value to Port operations by addressing less than 4 elements No submission / Prospective Bidder's operations will NOT add Value to Port operations	3 2 1 0	2

No.	Weight	Criteria	Requirements	Type of Proof / Evaluation Document/s	Scoring Guide	Points	Min Requirement
5.3.1.9	15	Capital Investment	Capital Upgrade Plan Bidder to submit a detailed Work Breakdown Structure and Project schedule (clear project scope, measurable deliverables, logical and hierarchical structure, appropriate level of detail and mutual exclusivity of tasks)	Business Plan	Concise WBS and Project Schedule	3	2
					Good WBS and Project Schedule	2	
					Average WBS and Project Schedule	1	
					No submission / Inadequate information provided on WBS and Project Schedule	0	
5.3.1.10	10	Maintenance Expenditure Plan	Maintenance Plan Bidder to submit a detailed maintenance plan aligned to the property and proposed use of the property (must show identification and prioritisation, scoping and objectives, allocation of resources, timeframes and cost of the works)	Business Plan	Concise Maintenance Plan	3	2
					Good Maintenance Plan	2	
					Average Maintenance Plan	1	
					No submission / Inadequate information provided on the maintenance plan	0	
5.3.1.11	10	Transaction Financial Viability	Bidder must submit cashflow projections over the proposed lease period, with assumptions where applicable, demonstrating the ability for the entity to remain a going concern. The cashflows must be signed off by a Finance Professional.	Business Plan	Detailed cash flow	3	2
					High level/summarised cashflow	2	
					No submission / Bidder's Revenue and Cash flow is NOT viable over the lease term	0	
	100	TOTAL OVERALL TECHNICAL EVALUATION				66	44
		TOTAL OVERALL TECHNICAL EVALUATION WEIGHTED SCORE				100	66.67

Respondent's Signature

Date & Company Stamp

Technical Proposal Guidelines

TNPA wishes to obtain a holistic view of the RFP response in undertaking the development and entering into the lease. Bidders are required to prepare and submit a business plan/technical proposal, which will be implemented by the Bidder should it be appointed as the preferred Bidder to undertake the development and enter into the lease with TNPA. It is imperative that the business plan reflects credible, realistic, and achievable targets as the Bidder will be bound thereby with these proposals being incorporated as binding obligations in the lease agreement.

Value proposition: In this section, Bidders are required to outline what value their appointment would add to the Port and its service offering to the fishing industry, supported by the vision, mission, and strategic objectives of the Bidder. It should not exceed **500 words** and should be cross-referenced to relevant points set out in the body of the Business Plan.

Market analysis: In this section, Bidders are required to set out a comprehensive market analysis on fish processing, packaging, and distribution operations in and around the Nelson Mandela Bay Metro and the hinterland of the Port. It should cover a status quo analysis of the existing market with reference to the growth and direction of the fishing industry, a SWOT analysis, competitor and trend analysis, identifying target markets and potential growth in volumes that could be handled in terms of the project together with sustainability and growth assumptions. In addition, it should cover current trends in the fishing industry as it relates to value-added facilities, major players in the industry, challenges the industry faces and is likely to face, national and global events that influence the industry, industry growth forecasts, and the impact current South African legislation has on the fishing industry.

Financial Viability: The financial plan must cover all operational and non-operational expenditures, all capital outlays, integrate capital expenditures with the term and funding from capital providers in terms of equity, loans and others. Demonstrate the funder's support in terms of sufficient capital to cover unexpected and recurrent expenditures, it derives value in procuring all equipment required for the operation and is aligned to their financial model. The financial plan should, where possible, be supported by equity support letters where applicable. The financial model should cover the business, financial and industry risk, moderate scenarios with clear income and expenditure projections and demonstrate the Bidder's ability to meet its obligations to shareholders, TNPA and lenders with key assumptions cross-referenced to the rest of the business plan and from which the key financial ratios could be easily ascertained.

Capital and Maintenance Cost Methodology:

- **Concise** - The schedule is linked to the methodology at every activity level; the applicable activities are detailed to level 3; the representation is calendar and Gantt; the activities are numbered; the sequence of execution is clear from the Gantt chart; activities sequencing is in parallel as far as is practical; the activities are grouped according to best practice.
- **Good** - The schedule is linked to the methodology at every activity level; the applicable activities are detailed to level 3; the representation is calendar and Gantt; the activities are numbered; the sequence of execution is clear from the Gantt chart.
- **Average** - The schedule is linked to the methodology; the high-level activities are represented as a calendar or Gantt chart; the activities are numbered; the sequence of execution is clear from the representation.

Project Plan: The project plan shall clearly show all elements of managing the demolition and/or development phase of the facility including clear work breakdown schedules, resource management, communication plan, cost and identification of all stakeholders that will be required to ensure completion of project on budget, time and acceptable industry quality standards.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Bidder's Proposal to progress to Step Four for final evaluation.

5.3. **STEP FOUR: Evaluation and Final Weighted Scoring**

5.4.1 Rental Offer Price Criteria [Weighted score 80/90 points]:

Evaluation Criteria	RFP Reference
Commercial offer (Rental)	<i>Section 4</i>

Transnet will utilise the following either of the following formulae in its evaluation of Price which will be **determined by the highest priced bid received** inclusive of all applicable taxes:

$$PS = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

Ps = Points scored for the price of Bid under consideration
 Pt = Price of Bid under consideration
 P_{max} = Price of highest acceptable Bid

OR

$$PS = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

Ps = Points scored for the price of Bid under consideration
 Pt = Price of Bid under consideration
 P_{max} = Price of highest acceptable Bid

5.4.2 Specific Goals [Weighted score 20/10 points]

5.4.2.1. Specific goals preference points claim form.

5.4.2.2. Preference points will be awarded to a Bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form (SBD 6.2).

5.4.2 Specific Goals [Weighted score 20/10 points]

- 5.4.2.1 Bidders must complete and return the Specific goals preference points claim form- SBD6.1.
5.4.2.2 Preference points will be awarded to a Bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form (SBD 6.2).

	Points	Points
SPECIFIC GOALS	20	10
BBBEE Level 1 and 2 Contributor	10	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Entities +50% black youth owned	5	2
Entities +30% black female owned	3	2
Entities +50% people living with disabilities	2	1

SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	66.67

Evaluation Criteria	Final Weighted Scores
Rental Offer	80/90
Specific goals	20/10
TOTAL SCORE:	100

5.4. STEP FIVE: Objective Criteria

Transnet reserves the right to award the business to the highest scoring Bidder unless objective criteria justify the award to another Bidder as per the requirements of the PPPFA. The objective criteria Transnet may apply in this bid process include:

- 5.5.1 Rotation of Bidders to promote opportunities for other Bidders including new entrants, by overlooking a Bidder that already hold leases within the type of service that is envisaged by this RFP for similar operations within the Port save for where additional premises are required for expansion purposes or where current operations will be impacted by Port redevelopment;
- 5.5.2 Utilising the NDP to evaluate the commitment made by the Bidder in terms of achieving transformation objectives.
- 5.5.3 Transnet may apply the objective criteria in this bid process as follows:
- 5.5.3.1 Bidder(s) is not in good standing with TNPA due to a poor track record of past performance with Transnet SOC Ltd.
- 5.5.3.2 There are clear, uncontrived and/or overwhelming evidence and/or facts that the Bidder has or continued to be in breach of any of the provisions contained in the Integrity Pact (Annexure 6);

- 5.5.3.3 The Probity check undertaken by TNPA establishes the existence of any unmitigated risks which would have a negative impact on the agreement.
- 5.5.3.4 Unless the appointment of the Bidder would result in a negative impact on Transnet's Return on Investment aligned to the guidelines provided in the RFP;
- 5.5.3.5 The tenderer or its members, directors, partners:
 - a) Is under restrictions as contemplated in the Integrity Pact (Annexure 6),
 - b) Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- 5.5.3.6. has no legal capacity to enter into the agreement.
- 5.5.3.7. is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- 5.5.3.8. does not comply with the legal requirements, if any, stated in the tender data; and
- 5.5.3.9. is not able to perform the agreement free of conflicts of interest.
- 5.4.4. In relation to the proposed agreement, a due diligence exercise to validate the Bidder's proposal that demonstrate that it does not possess the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the agreement.

5.5. STEP SIX: Post Tender Negotiations (if applicable)

Bidders are to note that Transnet may not enter into a lease if the rental offered is below a market – related rental. In this regard, Transnet reserves the right to engage in Post Tender Negotiations (PTN) with a view of achieving a market-related return or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- 5.6.1. first negotiate with the highest ranked Bidder or cancel the bid, should such negotiations fail, negotiate with the 2nd and 3rd ranked Bidders (if required) in a sequential manner.
- 5.6.2. In the event of any Bidder being notified of such short-listed/preferred Bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

5.6. STEP SEVEN: Award of business and conclusion of agreements

- 5.6.1. Immediately after approval to enter into a lease agreement has been received;
- 5.6.2. Unsuccessful Bidders will be informed of the outcome of the evaluation process;
- 5.6.3. The successful Bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award.
- 5.6.4. Thereafter the final Lease and Development Agreement will be concluded with the successful Bidder(s).

SECTION 4: PRICING (RENTAL OFFER)

Bidders are required to complete tables below:

RENTAL OFFER SUMMARY					
	Extent (m ²)	Rate Per Square Meter	Monthly Rental Offer Excl. VAT	Vat @15%	Monthly Rental Offer Incl. VAT
Phase 1 (if applicable)	1,907m ² including ±379m ² quay space				
Phase 2 (if applicable)	5,414m ² including ±1,005m ² quay space				
Total Monthly Rental Offer					
Escalation Rate Offer					

Rental Year	Monthly Rental (Excl. VAT)	Period (No. of months)	Annual Rental (Excl. VAT)	Annual Rental (Incl. VAT)
Year 1		12		
Year 2		12		
Year 3		12		
Year 4		12		
Year 5		12		
Year 6		12		
Year 7		12		
Year 8		12		
Year 9		12		
Year 10		12		
Total				

Notes to Pricing (Rental Offer):

- Bidders are required to propose rental amounts applicable only for the first ten (10) years of the Lease Agreement. Rentals for the remaining lease period will be determined through the rent review process stipulated in the agreement.
- Bidders must ensure that the annual escalation proposed is included in the overall rental offer submitted.
- TNPA will verify the correctness of the calculations provided in the above rental offer.
- TNPA reserves the right to consider the verified rental offer calculations in awarding the lease to the Bidder.
- TNPA will further consider the thresholds achieved in terms of the yield, net present value, profitability index and internal rate of return in alignment with the minimum thresholds as indicated in the bid.

Respondent's Signature

Date & Company Stamp

- f) Bidders are to note that if the rental offer by the highest scoring Bidder is not market-related, Transnet may not award the lease to that Bidder. Transnet may-
- (i) negotiate a market-related rental with the Bidder scoring the highest points or cancel the RFP;
 - (ii) if that Bidder does not agree to a market-related rental, TNPA/TSOC may negotiate a market-related rental with the Bidder scoring the second highest points or cancel the RFP;
 - (iii) if the Bidder scoring the second highest points does not agree to a market-related rental, TNPA may negotiate a market-related rental with the Bidder scoring the third highest points or cancel the RFP.
 - (iv) If a market-related rental is not agreed upon with the Bidder scoring the third highest points, Transnet must cancel the RFP.
- g) Rental must be quoted in South African Rand inclusive of VAT.
- h) **To facilitate like-for-like comparison Bidders must submit rental offers strictly in accordance with this schedule and not utilise a different format. Deviation from this schedule could result in a bid being declared non-responsive.**

1. DISCLOSURE OF AGREEMENT INFORMATION

RENTAL OFFER TENDERED

Bidders are to note that, on award of business, Transnet is required to publish the tendered rental offer of the successful and unsuccessful Bidders *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note (Note 01 of 2015/2016).

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent agreement i.e., the name of the company and lease tenure entered into etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with the applicable legislation. Transnet shall not conduct or conclude business transactions, with any Bidders without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Bidders are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act of 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot be unreasonably withheld.						
Is the Bidder (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						
4						

Bidders declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business agreements entered into with DPIP or FPPO. This list will include successful Bidder(s), if applicable.

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[name of entity, company, 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,
dated _____ to enter into, sign execute and complete any documents relating to this proposal
and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of
the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked
Bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to enter into a lease at the value quoted in the rental offer schedule in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Lease Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding agreement between Transnet and me/us.

Should Transnet decide that a formal lease should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute an intension to enter into a binding agreement between Transnet and me/us until the Lease Agreement is signed.

Respondent's Signature

Date & Company Stamp

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal agreement if called upon to do so within 5 [five] business days thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of agreement and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any agreement 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 any agreement which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such agreement.

Bidder to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Email Address: _____

Address: _____

NOTIFICATION OF AWARD OF A LEASE OPPORTUNITY

As soon as possible after approval to enter into a lease, the successful Bidder will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful Bidders, in the National Treasury e-tender portal. Any unsuccessful Bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the Bidder.

VALIDITY PERIOD

Transnet requires a validity period of 120 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Bidder must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

- (i) Registration number of company / C.C. _____
- (ii) Registered name of company / C.C. _____
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Bidders are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents on the Closing Date and time of this RFP <u>will</u> result in a Bidder's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Bidder's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Bidders a further opportunity to submit by a set deadline. Should a Bidder thereafter fail to submit the requested documents, this may result in a Bidder's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Bidder.

a) Mandatory Returnable Documents

Bidders are required to submit with their bid submissions, the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Rental Offer Price	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Bidders are further required to submit with their Proposals, the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Bidder's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP	
Valid proof of Bidder's compliance to B-BBEE requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Capital Expenditure Plan	
Maintenance Expenditure Plan	
Company Profile of the Bidder and any supporting documents	
Audited Financial Statements (3 years)	
Business Plan	
Reference Letters	
Bank Rating Letter	
Letter of Financial Support from a reputable financial institution	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Bidders are further required to submit with their Proposals, the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 1: SBD 1 Form	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: SBD 6.1: Specific Goals Points Claim Form	
SECTION 10: Job Creation and Skills Development	
SECTION 11: Protection of Personal Information	
SECTION 12: Certificate of Attendance of Compulsory/Non-Compulsory RFP Briefing	
Company Resolution	
Tax Pin or Tax Clearance Certificate	
Environmental Management Plan	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Letter of Good Standing	
Traffic Management Plan	
Public Liability Insurance	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder(s) will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of the Lease Agreement emanating from this RFP. Should the Bidder be awarded the Lease Agreement and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Lease Agreement, to terminate such Lease Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Bidder.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, LEASE AGREEMENT AND APPLICABLE DOCUMENTS

By signing this certificate, the Bidder is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Bidder overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered rental offer or any other purpose:

1	Transnet's General Bid Conditions
2	Draft Lease Agreement
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications and drawings attached to this RFP

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The Bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by us for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Premises as well as Transnet information and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements. Transnet will therefore not consider or permit any pre- or post-agreement verification or any related adjustment to rental offer or any other provisions/conditions based on any incorrect assumptions made by the Bidder in arriving at his Rental Offer;
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a Lease Agreement with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Bidder is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[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 Transnet. Information provided in

Respondent's Signature

Date & Company Stamp

the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

- 12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the Bidder to make this declaration in respect of the details required hereunder.
- 12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Bidders, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

- 13.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 13.2 Do you, or any person connected with the Bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 13.2.1. If so, furnish particulars:

.....
.....

- 13.3 Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have

YES/NO

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

any interest in any other related enterprise whether or not they are bidding for this agreement?

13.3.1. If so, furnish particulars:

.....

.....

14 DECLARATION

I/We, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 14.1 I/We have read and I understand the contents of this disclosure;
- 14.2 I/We understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture² will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid 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 agreement.
- 14.6 There have been no consultations, communications, agreements, or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and agreements, bids 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 (Act No. 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including

² Joint venture means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a agreement.

but not limited to a breach of the Competition Act, (Act No.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. This includes the imposition of an administrative fine or penalty. Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd 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____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

Date & Company Stamp

SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM – SBD 6.1

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 for tenders to generate income with Rand value equal to or below of R50 million (all applicable taxes included); OR
- the 90/10 for tenders to generate income with Rand value equal to or above R50 million (all applicable taxes included);

1.2 TNPA will determine the applicable points system based on the highest rental offer received..

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in Transnet preferential procurement policy.

1.4 The maximum points for this bid are allocated as follows:

	Points	Points
PRICE	80	90
SPECIFIC GOALS	20	10
BBBEE Level 1 and 2 Contributor	10	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Entities +50% black youth owned	5	2
Entities +30% black female owned	3	2
Entities +50% people living with disabilities	2	1
Total points for Price and Specific Goals must not exceed	100	100

1.5 Failure on the part of a Bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

1.6 TNPA reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by TNPA.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means Broad-Based Black Economic Empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the lease of premises, through rental offer, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a Bidder to respond to the RFP in accordance with specification as set out in the bid documents
- (h) **"Price/Rental Offer "** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a agreement in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement agreements in line with section 2(1) of the PPPFA.
- (m) **"tender for income-generating contracts"** means a written offer in the form determined by TNPA in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between TNPA and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (n) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE/RENTAL OFFER

3.1 THE PREFERENCE POINT SYSTEMS

The maximum points is allocated for rental offer price on the following basis:

$$PS = 80 (1+(Pt-P_{max})/P_{max})$$

Where:

Ps = Points scored for the price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid

OR

$$PS = 90 (1+(Pt-P_{max})/P_{max})$$

Where:

Ps = Points scored for the price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a Bidder who provides the relevant required evidence for claiming points.

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a Bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Level 1 and 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTIC's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]</p>

EME³	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 4.3 A trust or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a Bidder intends sub-contracting more than 25% of the value of the agreement to any other enterprise that does not qualify for at least the points that such a Bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded an agreement may not sub-contract more than 25% of the value of the agreement to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the agreement is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by Transnet or regulatory bodies such as National Treasury or the DTIC. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 10 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

WITNESSES	
1.
2.

.....
SIGNATURE(S) OF BIDDER(S)
DATE:
ADDRESS.....

SECTION 10: JOB CREATION AND SKILLS DEVELOPMENT

Applicants are required to complete the below Tables which summarises the Bidder's proposed job creation and skills development commitment over the proposed **LEASE TERM** aligned to government's National Development Plan (NDP).

The Bidder hereby certifies that the information completed in this Section 10 commitment is true, aligned to the size of the Bidder's business operations, realistic and implementable over the lease term.

NEW SKILLS DEVELOPMENT			
Description	Indicator	Number	Estimated Rand Value
<p>New skills development initiatives indicating the Bidder's commitment to skills education and how this would match with targeted groups.</p> <p>Consideration needs to be directed towards the adequate quality and value of proposed skills development.</p> <p>Bidders are to indicate the nature of the training to be provided.</p>	Number and Rand value of artisans and or technicians to be trained over the term of the Lease		
	Number and Rand value of apprentices to be trained over the term of the Lease		
	Number and Rand value of Black People and or Youth to be trained over the term of the Lease.		
	Is the level of training offered above in compliance with the National Qualification Framework (NQF) Guidelines (indicate YES or NO below)		
	<div>YES</div> <div>NO</div>		
	Number and Rand value of higher education bursaries and or scholarships to be offered by the Applicant, if applicable (specify)		

JOB CREATION AND PRESERVATION			
Description	Indicator	Number	Estimated Rand Value
<p>The potential for job creation and/or preservation as result of the award of the lease to the Bidder, allowing for the assessment of the Bidder's intention to increase labour absorption focusing on skilled and unskilled workers and the Youth.</p> <p>*Skilled jobs refer to jobs for people in a specialised field of work requiring a defines training path and or a requisite level of experience in order for them to perform their role. These people could be in possession of a certificate, diploma or degree from an institute of higher education.</p> <p>**Unskilled jobs refer to jobs for people where the field of work does not require extensive formal training or from whom no minimum level of education is required</p> <p>***Youth refer to individuals between the ages of 18 and 35.</p>	Number of new *skilled jobs to be created due to award of the lease to the Applicant		
	Number of new **unskilled jobs to be created due to award of the lease to the Applicant		
	Number of jobs that would be preserved due to the award of the contract (includes both skilled and unskilled)		
	Number of jobs to be created for Black ***Youth, Black Women and Black People Living with Disabilities due to the award of the lease to the Applicant		

SMALL BUSINESS PROMOTION			
Description	Indicator	Percentage	Estimated Rand Value
These supplier development measurements give an indication of the Bidder's commitment to developing small businesses in line with BBBEE requirements	Percentage of the Bidder's projected procurement spend from small businesses i.e., Emerging Micro Enterprises (EME), Qualifying Small Enterprises (QSE) and Start Ups		
	Percentage of estimated contract value that would be subcontracted to EME's, QSE's and Start Ups		
RURAL DEVELOPMENT AND RURAL INTERGRATION			
Description	Indicator	Number	Estimated Rand Value
These tenant development value measures give an indication of the Bidder's commitment towards rural development and regional integration.	Number of local jobs to be created due to the award of the lease		
	Number of local jobs which would be preserved due to the award of the lease		

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS.....

SECTION 11: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in **Section 1** of the Protection of Personal Information Act (ActNo.4 of 2013). ("POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Bidder in terms of the requirements contemplated in **Section 4(1)** of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Bidder". Transnet will process personal information only with the knowledge and authorisation of the Bidder and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Bidder is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Bidder. Transnet agrees that it shall only process the information disclosed by Bidder in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Bidder is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, agreement award, agreement management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Bidder or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Bidder. Similarly, Transnet requires the Bidder to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Bidder in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Bidder must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Bidder may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Bidder and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Bidder may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Bidder in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Bidder is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Bidders are required to provide consent below:

YES		NO	
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12. Further, the Bidder declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Bidder submitted.
13. The Bidder declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Bidder's authorised representative: _____

Should a Bidder have any complaints or objections to processing of its personal information, by Transnet, the Bidder can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

ANNEXURE 1

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

29 VALUE-ADDED TAX

29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

29.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

31.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period,

Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

32.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

32.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

32.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 DATABASE OF RESTRICTED SUPPLIERS

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

35 CONFLICT WITH ISSUED RFX DOCUMENT

- 35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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ANNEXURE 2

NON-DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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ANNEXURE 3

Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidders will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 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 Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids 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 No 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 No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

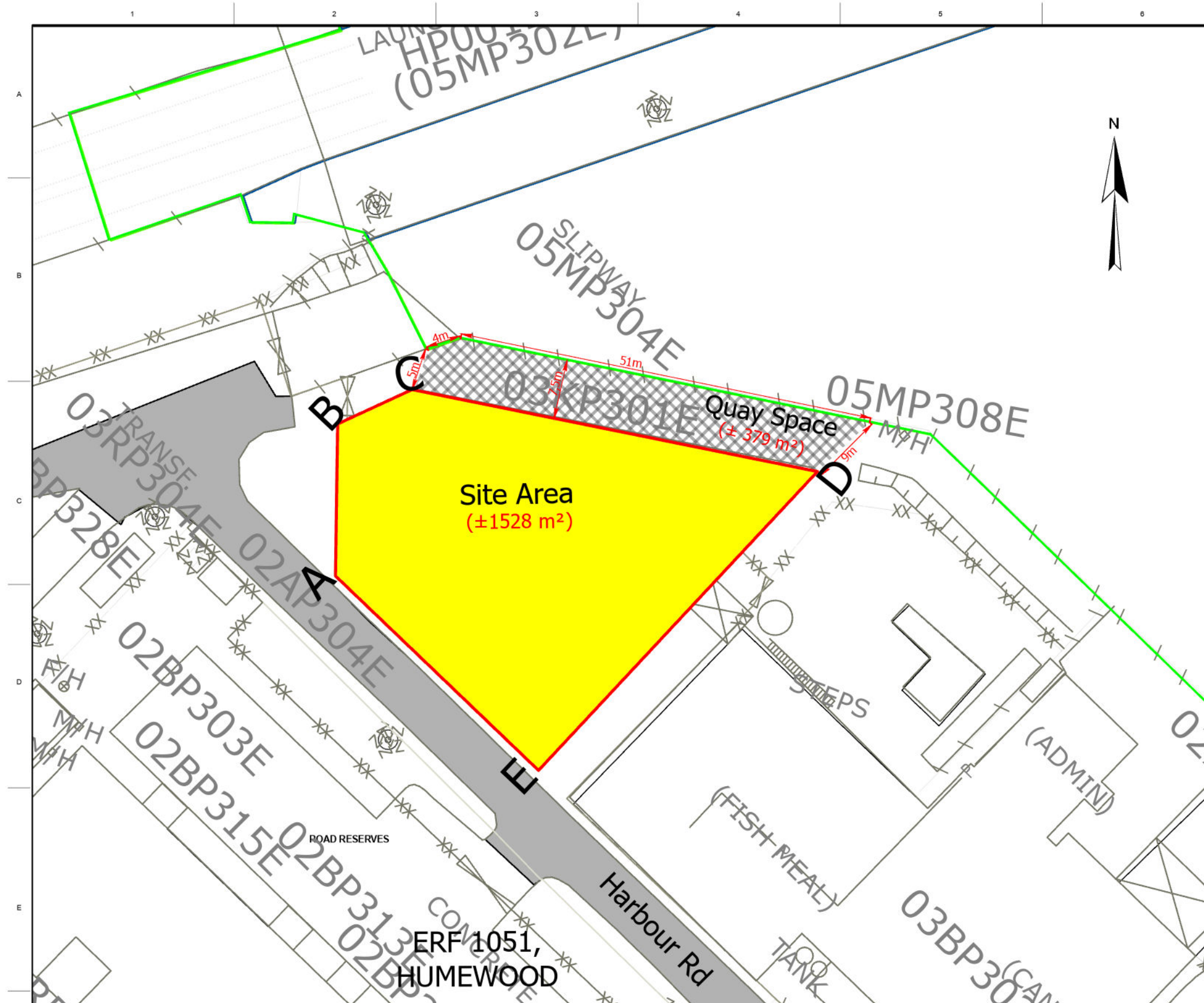
11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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ANNEXURE 4

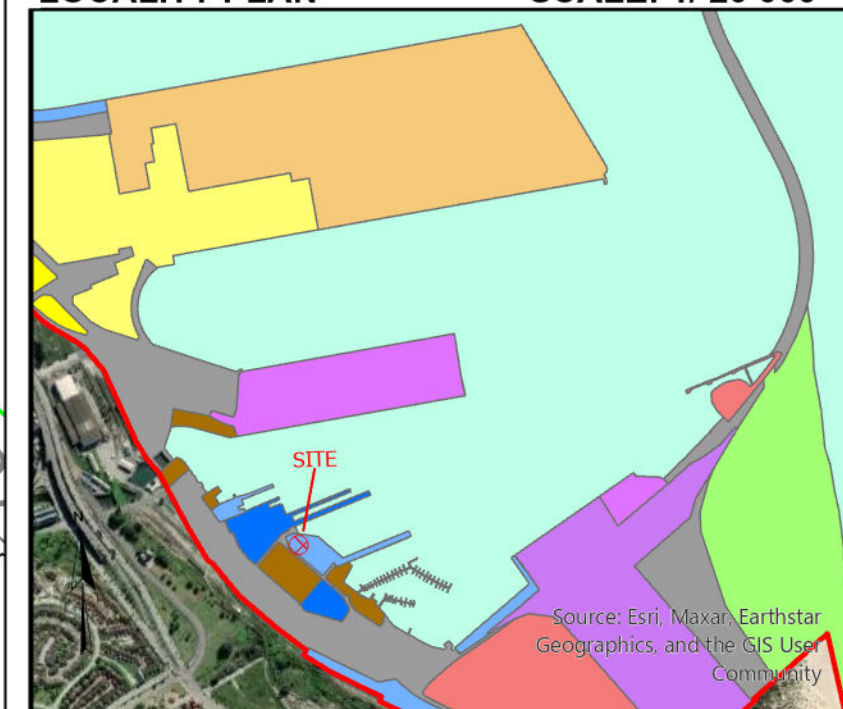


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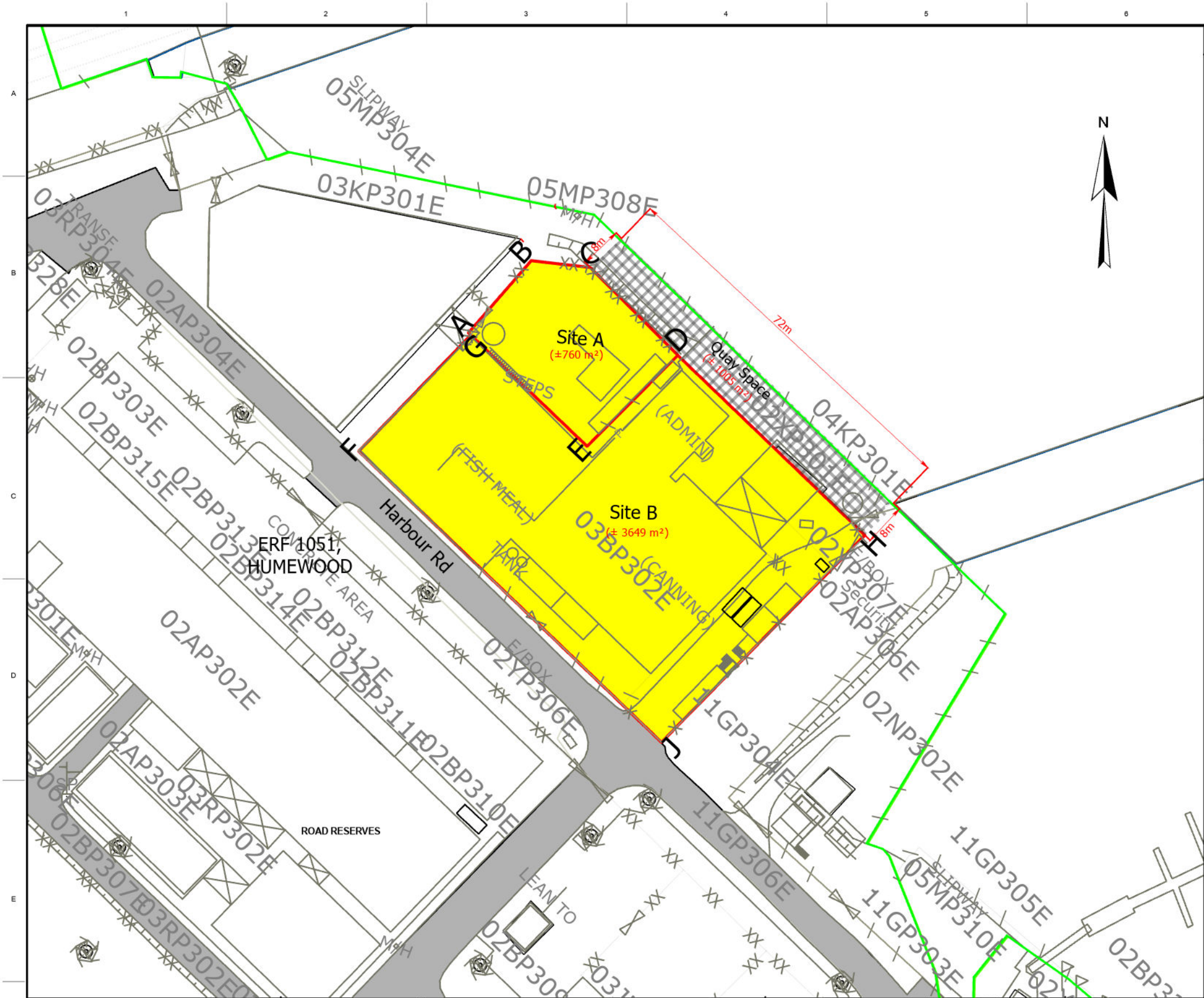
LOCALITY PLAN

SCALE: 1/ 20 000



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|--|---|--|
|  TNPA_WaterDeep |  Use_Container |  Use_Maritime Engineering |
|  Use_Aquaculture |  Use_Dry Bulk |  Use_Open Space |
|  Use_Automotive |  Use_Fishing |  Use_TNPA Other |
|  Use_Break Bulk_MPT |  Use_Liquid Bulk |  Gazetted Port Limit |
|  Use_Commercial Logistics |  Use_Maritime Commercial | |

PREPARED FOR Department: Property and Facilities eMendi Building N2 Neptune Road Off Klubb Road Port of Ngqura 6100 Contact Person: Anja Molier Contact No: (083) 469 3092 <u>Copyright and Confidentiality:</u> This document including all design and information therein is Confidential Intellectual Property of Transnet. Copyright and all other rights are reserved by Transnet. This Document may only be used for its intended purposes. <div style="text-align: right;"> TOTAL AREA + 1907 m² </div>	LEASE AREA 	BUILDINGS 	ROAD RESERVES 	LESSEE/LESSOR <div style="border-bottom: 1px solid black; padding-bottom: 5px;">SAP LEASE NO: _____</div> <div style="margin-top: 10px; text-align: center;">LESSEE</div> <div style="margin-top: 10px;">NAME _____ DATE _____</div> <div style="margin-top: 10px;">1. WITNESS _____ 2. WITNESS _____</div> <div style="margin-top: 10px; text-align: center;">LESSOR</div> <div style="margin-top: 10px;">NAME _____ DATE _____</div> <div style="margin-top: 10px;">1. WITNESS _____ 2. WITNESS _____</div>	<div style="text-align: center;">COORDINATES</div> <div style="text-align: center; font-size: small;">Site Area</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>#</th> <th>X-Coordinates</th> <th>Y-Coordinates</th> </tr> </thead> <tbody> <tr><td>A</td><td>-3 760 076,45</td><td>58 417,27</td></tr> <tr><td>B</td><td>-3 760 057,74</td><td>58 417,54</td></tr> <tr><td>C</td><td>-3 760 053,51</td><td>58 426,69</td></tr> <tr><td>D</td><td>-3 760 063,23</td><td>58 475,85</td></tr> <tr><td>E</td><td>-3 760 099,44</td><td>58 441,60</td></tr> </tbody> </table> <div style="font-size: x-small; margin-top: 5px;"> The coordinates provided in this plan are intended for general reference purpose only. While every effort has been made to ensure the accuracy of the data, there is no representation or warranty regarding the precision, completeness or suitability of the coordinates. Users are advised to verify the coordinates independently as they appear. </div>	#	X-Coordinates	Y-Coordinates	A	-3 760 076,45	58 417,27	B	-3 760 057,74	58 417,54	C	-3 760 053,51	58 426,69	D	-3 760 063,23	58 475,85	E	-3 760 099,44	58 441,60	<div style="text-align: center;">COORDINATES</div> <div style="height: 100px;"></div>	<div style="text-align: center; font-size: x-small;">TRANSET NATIONAL PORTS AUTHORITY</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>TITLE</th> <th>NAME</th> <th>SIGN</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>DRAWN</td> <td>C.Macala</td> <td></td> <td>09/04/2025</td> </tr> <tr> <td>CHECKED</td> <td>Z.Pama</td> <td></td> <td>09/04/2025</td> </tr> <tr><td>RE-DRAWN</td><td></td><td></td><td></td></tr> <tr><td>RE-CHECKED</td><td></td><td></td><td></td></tr> <tr><td>APPROVED</td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table> <div style="text-align: center; font-size: x-small;">GEO-SPATIAL MANAGER</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>NAME :</td> <td colspan="3">ZANOXOLO PAMA</td> </tr> <tr> <td>EMAIL :</td> <td colspan="3">ZANOXOLO.PAMA@TRANSNET.NET</td> </tr> <tr> <td>CONTACT :</td> <td>(063) - 608 6074</td> <td>DATE :</td> <td></td> </tr> <tr> <td>SIGNATURE :</td> <td></td> <td>DATE :</td> <td>09/04/2025</td> </tr> </table>	TITLE	NAME	SIGN	DATE	DRAWN	C.Macala		09/04/2025	CHECKED	Z.Pama		09/04/2025	RE-DRAWN				RE-CHECKED				APPROVED																NAME :	ZANOXOLO PAMA			EMAIL :	ZANOXOLO.PAMA@TRANSNET.NET			CONTACT :	(063) - 608 6074	DATE :		SIGNATURE :		DATE :	09/04/2025	<div style="text-align: center; font-size: x-small;">TRANSET NATIONAL PORTS AUTHORITY</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>eMendi Building N2 Neptune Road Off Klubb Road Port of Ngqura 6100</td> <td>P.O. Box 1159 Port Elizabeth South Africa 6000</td> <td>Transnet SOC Ltd Registration Number 1990/000 900/30</td> </tr> </table>	eMendi Building N2 Neptune Road Off Klubb Road Port of Ngqura 6100	P.O. Box 1159 Port Elizabeth South Africa 6000	Transnet SOC Ltd Registration Number 1990/000 900/30
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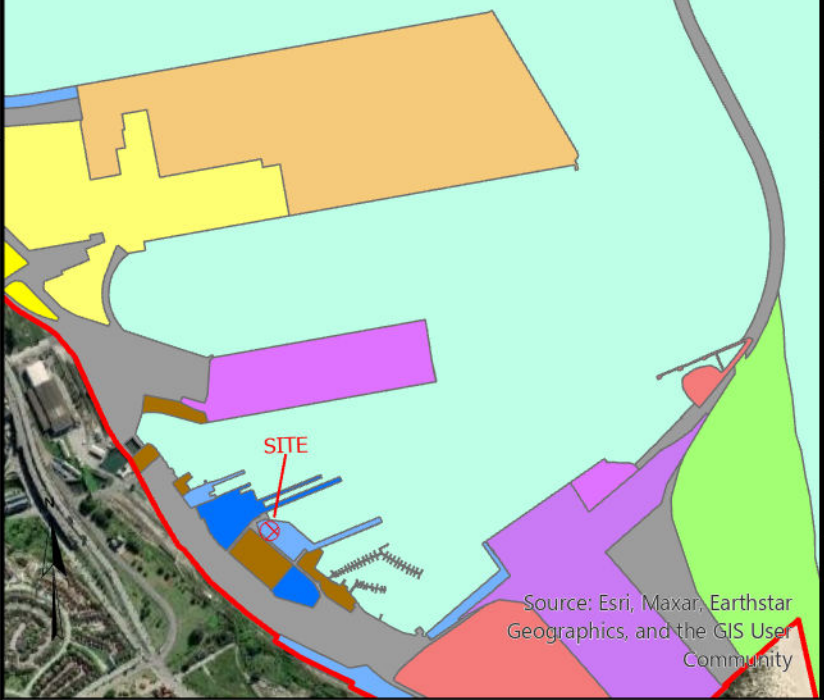


AERIAL PHOTO



LOCALITY PLAN

SCALE: 1/ 20 000



TNPA_WaterDeep	Use_Container	Use_Maritime Engineering
Use_Aquaculture	Use_Dry Bulk	Use_Open Space
Use_Automotive	Use_Fishing	Use_TNPA Other
Use_Break Bulk_MPT	Use_Liquid Bulk	Gazetted Port Limit
Use_Commercial Logistics	Use_Maritime Commercial	

PREPARED FOR
Department: Property and Facilities
eMendi Building
N2 Neptune Road
Off Klubb Road
Port of Ngqura
6100
Contact Person: Anja Molter
Contact No: (083) 469 3092



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LEASE AREA

BUILDINGS

ROAD RESERVES

LESSEE/LESSOR

COORDINATES

COORDINATES

TRANSET NATIONAL PORTS AUTHORITY

TRANSET NATIONAL PORTS AUTHORITY

LIST OF IMPROVEMENTS

LAND (INC. IMPROVEMENTS):

SAP LEASE NO:

Y-Coordinates X-Coordinates

Y-Coordinates X-Coordinates

TITLE NAME SIGN DATE

eMendi Building N2 Neptune Road Off Klubb Road Port of Ngqura Port Elizabeth 6100

Description

Asset No. Approx. Area

Description

Asset No. Approx. Area

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1. WITNESS 2. WITNESS

CHECKED Z.Pama 09 04 2025

Registration Number 1990/000900/30

OFFICES AT ENTRANCE TO FACTORY - EYETHU

02XP301E 206.0 m²

ERF 1051 HUMewood

SPX0507 ± 4409 m²

NAME DATE

RE-DRAWN

RE-CHECKED

APPROVED

ELECTRIC KIOSK NO22 FISHING JETTY

02YP307E 3.3 m²

1. WITNESS 2. WITNESS

SECURITY BUILDING

02AP306E 4 m²

NAME DATE

ORANGE CONTAINER FOR STORAGE ABYC

11GP304E 14.5 m²

FISH PROCESSING FACTORY - EYETHU FISHING SECT 2

03BP302E 1 m²

QUAY SPACE

1005 m²

TOTAL AREA

± 5414 m²

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COORDINATES DISCLAIMER

COORDINATES DISCLAIMER

PORT OF PORT ELIZABETH

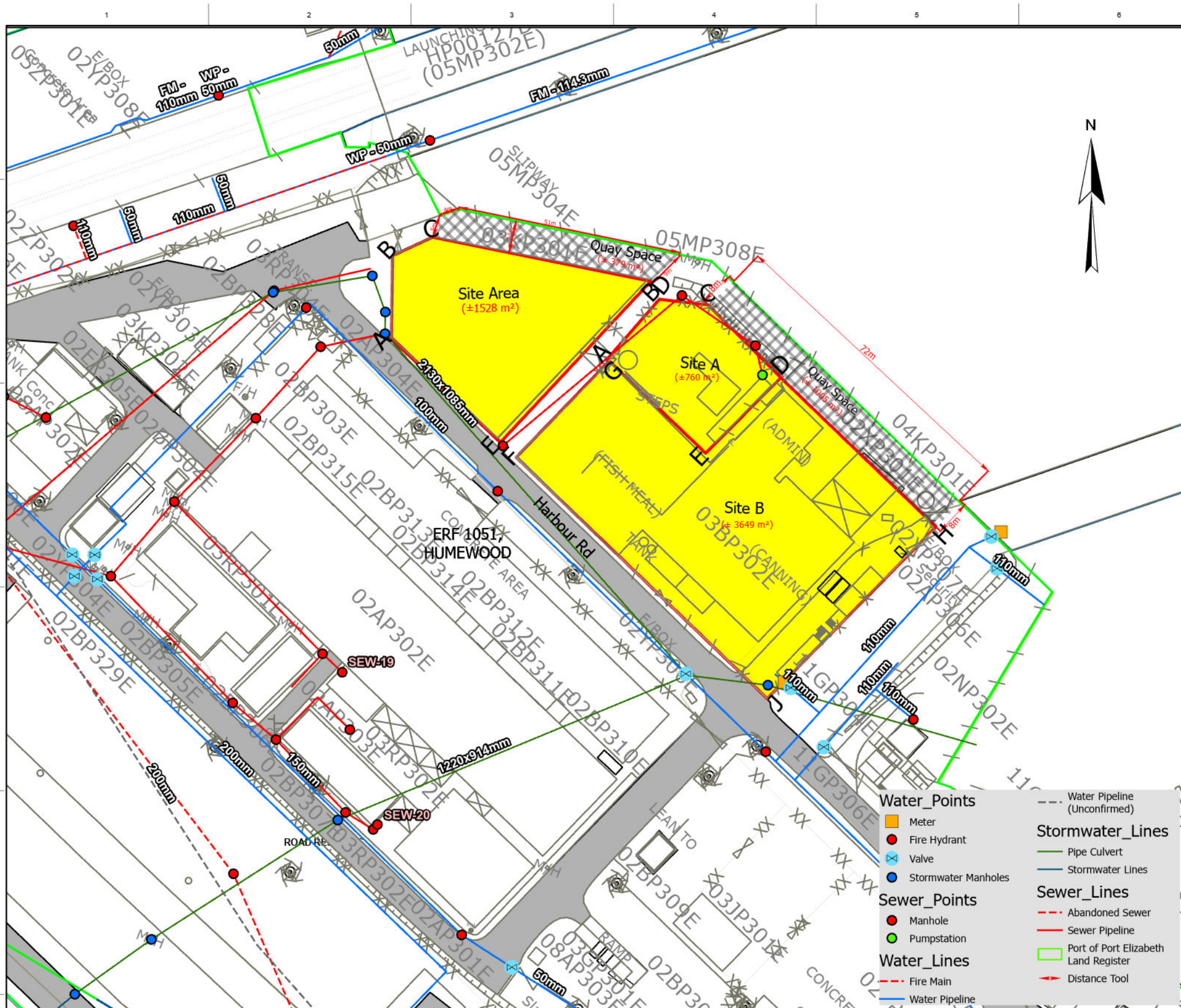
LEASE PLAN

EXTENT OF VACANT PROPERTY IDENTIFIED FOR LEASE

OVER ERF 1051

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ANNEXURE 5

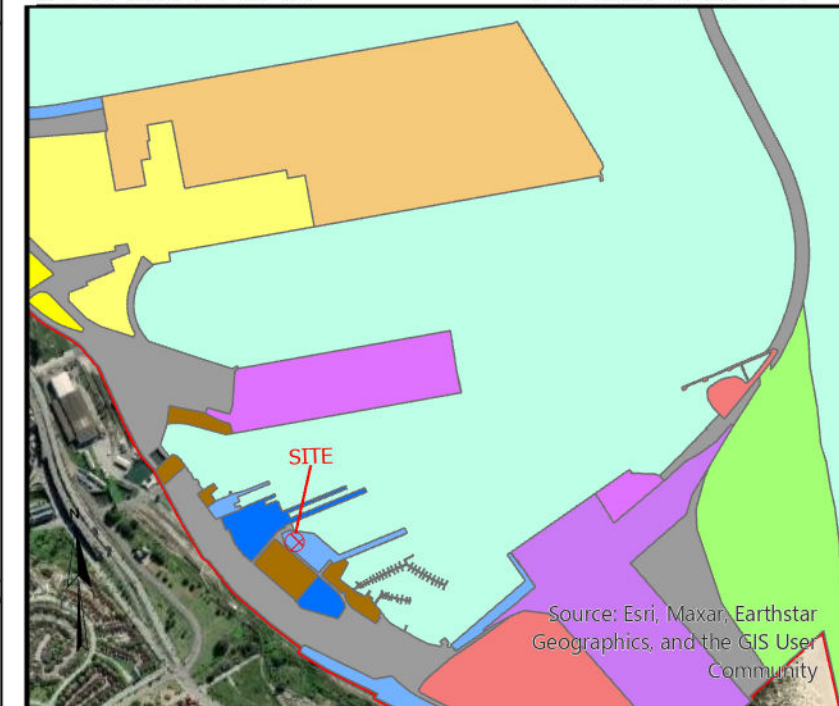


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LOCALITY PLAN

SCALE: 1/ 20 000



TNPA_WaterDeep	Use_Container	Use_Maritime Engineering
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Use_Break Bulk_MPT	Use_Liquid Bulk	Gazetted Port Limit
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<div>PREPARED FOR</div> <div>Department: Property and Facilities</div> <div>eMendi Building</div> <div>N2 Neptune Road</div> <div>Off Klubb Road</div> <div>Port of Ngqura</div> <div>6100</div> <div>Contact Person: Anja Molter</div> <div>Contact No: (083) 469 3092</div> <div>Copyright and Confidentiality:</div> <div>This document including all design and information therein is Confidential Intellectual Property of Transnet. Copyright and all other rights are reserved by Transnet. This Document may only be used for its intended purposes.</div>	<div></div>	LEASE AREA		BUILDINGS		ROAD RESERVES		LESSEE/LESSOR		COORDINATES		COORDINATES		TRANSNET NATIONAL PORTS AUTHORITY		TRANSNET NATIONAL PORTS AUTHORITY																					
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		OFFICE AT ENTRANCE TO FACTORY- EYETHU		02XP301E		206.0 m²		ERF 1051 HUMEWOOD		SPX0507		± 5937 m²								E		-3 760 102,88		58 489,12		RE-DRAWN				Port of Ngqura		6000					
		ELECTRIC KIOSK		02YP307E		3.3 m²														D		-3 760 085,65		58 506,33		RE-CHECKED				Port Elizabeth		6100					
		SECURITY BUILDING		02AP306E		4 m²														H		-3 760 119,73		58 541,82		APPROVED											
		ORANGE CONTAINER FOR STORAGE ABYC		11GP304E		14.5 m²														J		-3 760 158,98		58 503,23													
		FISH PROCESSING FACTORY - EYETHU FISHING SECT 2		03BP302E		1 m²																															
		QUAY SPACE				379 m²																															
		QUAY SPACE				1005 m²																															
TOTAL AREA						± 5937 m²						1. WITNESS		2. WITNESS		COORDINATES DISCLAIMER																					

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ANNEXURE 6



PROVINCE OF THE EASTERN CAPE
IPHONDO LEMPUMA KOLONI
PROVINSIE OOS-KAAP

**Provincial Gazette
Igazethi Yephondo
Provinsiale Koerant**

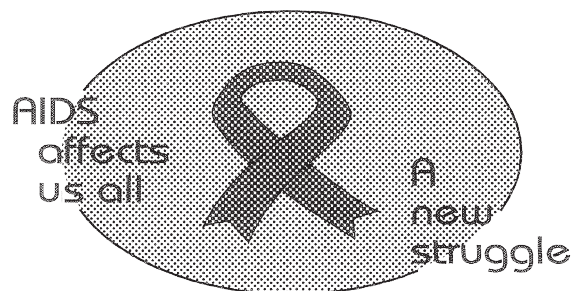
Vol: 30

BISHO/KING WILLIAM'S TOWN

11 September 2023
11 September 2023

No: 4981

We all have the power to prevent AIDS



Prevention is the cure

**AIDS
HELPLINE**

0800 012 322

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PROCLAMATIONS • PROKLAMASIES

PROCLAMATION NOTICE 14 OF 2023



NELSON MANDELA BAY
METROPOLITAN MUNICIPALITY
LAND USE SCHEME

2023

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CHAPTER 1: INTRODUCTORY PROVISIONS

1. Title

- (1) This Land Use Scheme is called the Nelson Mandela Bay Metropolitan Municipality Land Use Scheme, 2023.

2. Commencement & Validity of the Scheme

- (1) The Scheme is approved in terms of Section 24 (1) of the Spatial Planning and Land Use Management Act, 2013 and comes into effect on the date on which a notice of its adoption is published in the Provincial Gazette in terms of Section 20 of the By-law.
- (2) The Municipality is the authority responsible for enforcing and implementing the provisions of the Scheme.

3. Definitions

Unless the context indicates otherwise, a word or expression defined in the Act, Eastern Cape Provincial legislation promulgated pursuant to Section 10 of the Act or the By-law has the same meaning in the Scheme (and cognate terms or expressions used in relation to defined words in the Scheme will have an equivalent meaning and a reference to one gender is a reference to any other gender) and any reference to a statute includes any amendments thereto:

abattoir means land and buildings where animals are slaughtered and prepared for distribution.

Act means the Spatial Planning and Land Use Management Act 2013 (16 of 2013) and any subsidiary legislation, including the Regulations as hereinafter defined, or other legal instruments issued in terms thereof.

additional dwelling unit means a dwelling unit erected on a land unit on which a dwelling unit and a second dwelling unit already exists.

agricultural industry means an enterprise for the processing of agricultural products located on a land unit with agricultural zone use rights where the perishable nature, fragility or other characteristics of such agricultural products require that they be processed in close proximity to the area where they are produced and includes a convenience shop.

agriculture means the cultivation or utilisation of land for crops and plants, the keeping and breeding of animals or birds, the operation of game farms, plantations or for purposes of aquaculture and includes only such activities and buildings as are ancillary to the main agricultural activities but does not include an abattoir or agriculture employee accommodation.

agriculture employee accommodation means accommodation provided on land used for agriculture for those employees of the person/s or entity conducting such agricultural activities, who in the sole discretion of the Municipality are bona fide employed in the conduct of such activities.

agri-village means a private settlement of restricted size established in a rural or agricultural area consisting of separate and/or linked dwelling units (each of which may be located on a cadastrally separate land unit), planned and built harmoniously with agricultural activities as an entity and includes support facilities.

ancillary means a land use, purpose, building, structure, or activity which, in the sole discretion of the Municipality, is directly related to, subservient to and necessary for, the lawful dominant use of the property.

animal care centre means a place for the care of animals, operated on either a commercial or a welfare basis, and includes boarding kennels, pet training centres and veterinary services.

animal park means a land unit where animals are kept in a controlled environment primarily for display to the general public for education and tourism purposes but does not include other uses defined under recreation facility.

antenna (antennae) means any system of wires, poles, rods, satellite, reflective surfaces and/or similar devices, used to transmit or receive electronic communication signals or electro-magnetic waves, whether fixed to a building or to any type of tower and associated equipment room.

aquaculture means the cultivation and breeding of water flora and fauna, and the harvesting thereof under controlled circumstances:

(a) in artificially built dams or holding tanks;

(b) suspended from floating supports.

authorised official means an employee who has been given the power by the municipality in terms of the Act to consider and decide those categories of applications assigned to her in Schedule 1 of the Bylaw.

authority use means a use which is practised by an organ of State including, but not limited to military training centres or installations, police stations, jails, road stations, road camps, municipal uses such as fire services, community facilities, municipal clubs, municipal storage facilities and museums.

basement means any storey or floor of a building, a major part of the volume of which is below the highest point of natural ground level.

boarding house means a building where lodging is provided, and incorporates communal cooking, dining and facilities for the use of lodgers, together with such outbuildings as are normally used therewith and includes a building in which rooms are used for a hostel, student accommodation or backpackers' lodge, for a maximum of 12 persons on properties zoned Single Residential Zone 1.

builders' yard means land used for the storage of material and equipment generally associated with the building trade, civil engineering or construction sectors, including administrative uses ancillary thereto.

Building Act means the National Building Regulations and Building Standards Act, 103 of 1977.

building line means an imaginary line on a land unit, which defines a distance from a specified boundary, within which the erection of buildings or structures is prohibited.

business premises means a land unit used for the conduct thereon of a business enterprise or enterprises and uses ancillary to the business, other than a business enterprise or enterprises as specifically defined in the Scheme.

By-law means the Nelson Mandela Bay Metropolitan Municipality Spatial Planning and Land Use Management By-law, 2023.

carport means carport as defined in the Building Act.

cemetery means land used for the interment of human remains and includes an office, chapel, garden of remembrance, memorial wall for keeping of human ashes and other uses directly related thereto, whether for public or private benefit, but excludes a crematorium.

child care facility means any building or premises used for the instruction, custody and care of more than 6 children, which has been registered as a place of care under the Children's Amendment Act, 2007 (Act 41 of 2007) and may include a childhood development centre, pre-school, play group or aftercare facility.

clinic means land used for the purposes of medical consultation, examination or treatment of humans by members of the medical or allied professions but does not include the provision of overnight or live-in facilities for patients.

conservation area means land used for conservation purposes, the protection or enhancement of biodiversity and/or the protection of natural areas, whether publicly or privately owned, or which has been declared a conservation area, nature park or reserve and includes a game park, reserve for fauna and flora and includes buildings and facilities directly related to the management of the conservation area or nature reserve, inclusive of facilities for day visitors, and may include overnight accommodation and tourist facilities in the discretion of the Municipality.

convenience shop means a small retail concern which typically stocks a range of basic items including groceries.

coverage means the total percentage of the area of a land unit which may be covered by buildings, measured at the outside of the exterior walls, and covered by a roof or projection, and

- (a) including external staircases, fire escapes, electrical substations for the exclusive use of the development, motor car ramps, canopies and permanent awnings projecting more than 1m beyond the exterior wall of the building, canopies over fuel pumps at filling stations / motor service centres / public garages, covered parking and driveways; and
- (b) not including the area covered by a roof projection of 1m or less, unroofed stoeps, terraces and patios, arcade passageways, any covered walkway providing public access, greenhouse, uncovered pergola, basement, shelter, unroofed entrance steps and landings, minor decorative projection extending not more than 0.3m from the wall of such building, canopy for pedestrian protection at the ground floor of shopping centres, covered refuse bin storage area and unroofed open parking.

crematorium means land used for the cremation of human or animal tissue and may include a funeral parlour.

cultural practice means the use of land for the purposes of traditional and/or cultural ceremonies including uses ancillary thereto.

depot means land used for the storage of vehicles or aircraft other than a public garage and includes uses ancillary thereto.

development parameters means the requirements in terms of which a land unit is to be developed as imposed in terms of the Scheme or any condition of approval of a land use application.

dwelling house means a building containing one dwelling unit.

dwelling unit means a self-contained inter-leading group of rooms with not more than one kitchen used for human habitation by a single-family and includes such outbuildings as are ordinarily used therewith.

erf has the same meaning as land unit.

external engineering services means all engineering services, including external engineering services as defined in the Act and bulk services as defined in the Bylaw.

flat means a building containing dwelling units together with such outbuildings and support facilities ancillary thereto.

filling station means a land used or designed for the sale of petroleum, oil and other fuels and lubricants and accessories used in connection with motor vehicles and includes an office, convenience shop, facilities for the washing of motor vehicles, restaurant and fast-food outlet ancillary thereto, but does not include a vehicle repair facility.

floor space in relation to a building, means the total area of the floor measured on the interior walls, but not including vertical ventilation shafts, ducts, lift shafts, staircases, lift motor rooms and air-conditioning plant rooms, electricity sub-station/transformer rooms, any floor areas used solely for parking or loading/unloading, refuse bin storage areas, unroofed balconies, unroofed terraces, public transport systems, corridors or foyers, toilets, staff change rooms, cleaners' and maintenance staff rooms, sick bays.

freestanding base telecommunication station means a freestanding support structure on land or anchored to land and is used for telecommunication infrastructure to transmit or receive electronic communication signals.

function venue means a building or structure used for functions, weddings, receptions, exhibitions, conferences and similar purposes and for the sale of food, alcohol and beverages incidental to such events.

funeral parlour means a facility where deceased persons are prepared for burial or cremation including a shop and facilities for associated administrative and religious functions but excluding a crematorium.

group housing means a group of separate and/or linked dwelling units (each of which may be located on a cadastrally separate land unit), planned and built as an entity and including support facilities relating to the operation and sustainability of the group housing scheme.

guest house means a dwelling unit/s or residential building, having no more than 16 guest bedrooms and which is occupied by the owner or a manager, in which persons are accommodated on a temporary basis, including associated ancillary facilities directly related to the operation of the guest house, such as a restaurant and/or a function venue for guests and excludes boarding houses, student accommodation, self-catering apartments, back packers' accommodation, hotels and all other forms of temporary accommodation.

habitable room means any room greater than 6m² in area used and/or intended to be used for cooking, living, sleeping or dining purposes and includes a hallway or passage having a width greater than 2,0 m, balcony with an area greater than 6 m², whether enclosed or not.

hazardous substance means a substance which has been declared to be a Group I, Group II or Group III hazardous substance in terms of section 2(1) of the Hazardous Substances Act, 15 of 1973 or which falls within the definition of Group IV hazardous substance in that Act.

height means the maximum permissible vertical dimension of any building or structure on a land unit, as measured from the lowest point of the natural ground level to the highest external point of the building/structure.

home enterprise means an enterprise or profession conducted from a portion of a dwelling unit or residential building or within a Single Residential or Agriculture Zone, which primarily serves the local community and involves the repair of household appliances or the supply of household goods and services, and which is not a source of disturbance to surrounding properties and excludes a house tavern, liquor outlet, restaurant, scrap yard and place of instruction.

hospital means the whole or part of a public or private institution, facility, building or place, whether for profit or not, which is designed and operated for the provision of inpatient or outpatient treatment, diagnostic or therapeutic interventions, nursing, rehabilitative, palliative, convalescent, preventative or other health services.

hotel means a land unit where accommodation is provided for lodging on temporary basis where meals are served and may include facilities ancillary to that purpose, such as a function venue, restaurant, place of assembly and recreational facilities.

house tavern means a facility occupying a portion of a dwelling unit or structure used for the sale of liquor for on-site consumption.

industry means an activity which is not a noxious use but in which:

- (a) a movable article or part of such an article is made, manufactured, produced, built, assembled, compiled, printed, processed, treated, adapted, repaired, renovated, rebuilt, altered, ornamented, painted (including spray painting), polished, finished, cleaned, dyed, washed, broken up, disassembled, sorted, packed or put into a container, chilled, frozen or stored in cold storage;
- (b) livestock (including poultry) are slaughtered;
- (c) electricity is generated;
- (d) any activity is carried out which is connected with or incidental to any one or more of the activities mentioned in sub-paragraphs (a) to (c) and may include offices and caretaker's accommodation associated with and subordinate to the main activity.

informal trading means the selling of goods and services in the informal sector but does not include manufacturing.

institution means land used for a charitable service, social or welfare purposes, hospital, clinic, nursing home, old age home, sanatorium, correctional institution, library, place of assembly, community hall and facilities and similar uses, whether private or public, and includes ancillary uses, but does not include a facility for the treatment of infectious or contagious diseases.

internal engineering services means all internal engineering services as defined in the Act.

kitchen means a room or part of a room equipped for preparing and cooking meals and excludes an area exclusively used as a braai room, as a drinks preparation area or as a bar.

land unit means land unit as defined in the By-law.

light industry means an activity, which is not a hazardous or offensive industry or does not involve the use or storage of hazardous or offensive materials, or the processing of raw materials, and in which the processes, machinery or materials used do not interfere with the amenity of the area in which it is located or the rights of other landowners through noise, vibration, emissions, emission of wastewater or waste products, or otherwise, and includes the operation of a warehouse, distribution depot, wholesale storage facility, office and the conduct of ancillary activities, such as the sale of goods wholly or partially manufactured, processed or packed on the property.

liquor outlet means a business or enterprise engaged in the sale of liquor for offsite consumption subject to the provisions of the Liquor Act, 2003 (Act 59 of 2003).

loading bay means an area which is clearly demarcated for the loading and off-loading of goods from commercial vehicles, and which is designed in accordance with the requirements of the Municipality.

medical use means land used for the purposes of medical consultation, examination or treatment of humans or animals by members of the medical or allied professions and may include the provision of overnight or live-in facilities for not more than 5 humans or animals.

mine whether used as a noun or as a verb has the meanings provided in Section 1 of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002) save that when used as a verb, prospecting or prospecting related activities are included.

mining industry means the conduct on a land unit of a mine or mining activity, or of an industry which is directly related to that mining activity.

motor service centre means land used for the maintenance, repair or the trade in motor vehicles, and ancillary uses, such as a car wash, rest facilities and offices, but does not include spray painting, panel beating or body work facilities.

natural ground level or ground level means the level of the ground before any excavation or filling has been carried out without any additional earthworks, and as it existed prior to any construction.

noxious use means an activity which is offensive or potentially harmful to humans or an activity which, by reason of emissions, vibration, noise, waste products, the nature of material used, processes employed, or other cause, or which is deemed to be noxious or hazardous in terms of any legislation, or which is, in the sole discretion of the Municipality, a potential source of danger, nuisance or offence to the general public or persons in the surrounding area and includes an abattoir and a crematorium.

occasional uses means uses granted for a specific occasion or event by the Municipality on a temporary basis, such as craft markets, festivals or similar events, circuses, religious gatherings, builder's yards (on construction sites), seasonal camping sites, cultural practices, outdoor events and other occasional uses as determined by the Municipality;

office means a building used primarily for professional, clerical, administrative and financial uses and includes activities ancillary to the office use.

old age home means residential accommodation for the elderly and may include a full spectrum of care, recreation and support facilities for the extensive use of the residents and includes a nursing home.

outbuilding means a structure, whether attached to or separate from the main building and which is ancillary to the main building such as a building for the garaging of motor vehicles, for storage purposes, a pool room, braai room, lapa and any other use which is reasonably required in connection with the main use but does not include a residential building, dwelling unit or flat.

overlay zone means a category of zoning applicable to a land unit/s, which stipulates development parameters for a land unit or units, in addition to the underlying zoning requirement, which may be more or less restrictive than the zoning requirements covered by this land use scheme.

place of assembly means land used for gatherings and meetings, and includes a hall for social functions, community hall, exhibition hall, a public art gallery, library or a place of worship.

place of entertainment means land used for live music performances, gambling facilities, a dance hall, theatre, night club, place of assembly, amusement park, cinema, and facilities for the preparation and sale of food or drinks ancillary thereto.

place of instruction means land used for the provision of education, and includes a child care facility, pre-school, primary school, secondary school, college, university or research institute, and ancillary facilities such as hostels, sport facilities and libraries.

place of worship means land used as a church, mosque, temple, chapel, synagogue or any facility for the practise of religion or devotion and includes facilities ancillary thereto, but does not include a funeral parlour, cemetery or crematorium.

private open space means land, which is intended for the private use of a defined and limited group of persons and which is used as an open area, park, playground, natural and/or protected area, recreation ground or square and may form part of a residential development.

private roads & parking means a land unit or a portion thereof, which is restricted to the private use thereof by a defined group of persons for the purpose of pedestrian, vehicular and other access to the land unit and for the parking of motorised or non-motorised vehicles thereon.

profession means a vocation:

- (a) the practitioners of which render a service to the community and offer their specialist skills and not the sale of a tangible commodity or property;
- (b) which is governed by a professional institute and an Act of Parliament; and
- (c) which does not include the conduct of manufacturing or a workshop.

public garage means a building/s other than a private garage ancillary to a residential dwelling for the parking of motor vehicles and includes a carport.

public open space means land which is owned by the Municipality or any other public body, and which is accessible to the public and is used as an open area, park, garden, picnic area, playground, public sports facility, beach, recreation ground, square or conservation.

public roads & parking means land owned by the Municipality or any other public entity and which has been set aside for the purposes of a public thoroughfare for motorised and non-motorised vehicles and/or pedestrians and is or which may be assigned for such purpose by any law and includes land used for the provision of parking to the general public and ancillary uses as determined by the Municipality.

recreation facility means land used for recreational purposes such as game driving, picnicking, quad biking, hiking, conduct of an animal park, skating rink and any other adventure sport.

renewable energy facility means land, including structures or apparatus thereon, designed and erected to accommodate wind turbines, hydro turbines, solar energy generating panels (including solar-voltaic and concentrated solar thermal) or bio mass equipment, or a combination thereof for the purposes of capturing and converting wind, hydro, solar radiation, bio mass or other such sustainable energy source into electrical energy for local consumption or commercial gain, irrespective of whether it feeds into an electricity grid, and which may include:

- (a) associated structures, infrastructure or buildings directly related to the operation of the generation, transmission and distribution of electricity generated by the structure or grouping of structures;
- (b) pylons, poles, masts, transformers, sub-stations and ancillary uses thereof.

residential building means a building for human habitation, together with such outbuildings and support facilities ancillary thereto, other than a dwelling unit or flat.

resort means a development, used for holiday or recreational purposes, whether in private or public ownership, which may include overnight accommodation, camping sites, a caravan park, chalets, lodges, mobile homes, convenience shop and support facilities for short term accommodation only and which does not permit alienation of land or rights therein.

restaurant means a business where meals and beverages are sold for onsite consumption.

rooftop base telecommunication station means a support structure attached to the roof, side or any part of a building and used to accommodate telecommunication infrastructure for the transmitting or receiving of electronic communication signals.

scheme means the Nelson Mandela Bay Municipality Land Use Scheme.

scrap yard means land used for the storage, collection, demolition, dismantling of scrap, waste material, motor vehicles or machinery for the purpose of recovering spare parts or the recycling or resale thereof.

second dwelling unit means a dwelling unit erected on a land unit on which a dwelling unit already exists, whether the second dwelling unit is attached to or separated from the main dwelling unit.

shelter means a structure or building used for human habitation, which does not necessarily comply with the standards of the Building Act.

shooting range means a land used for the purposes of the controlled discharge of firearms, bows or similar weapons.

single family means one or more persons, each related to the other by blood, marriage or adoption together with a domestic worker, maintaining a common household in a dwelling.

social housing means a rental or co-operative housing option for low to medium income households at a level of scale and built form which requires institutionalised management and which is provided by accredited social housing institutions or in an accredited social housing project and includes community residential units and support facilities relating to the operation and sustainability thereof.

special use means any use other than one of the uses herein defined.

sport facility means land planned, designed, and used for sporting activities, whether indoors or outdoors, and includes a gymnasium and ancillary uses.

storey means a storey as defined in the Building Act.

transport facility means land where taxis, buses, and/or other such vehicles stand or park to enable passengers to alight or board and includes uses ancillary thereto, as determined by the Municipality.

transport use means land used for the operation of a service for the benefit of the public providing for transportation of goods or passengers by rail, air, sea, road or pipeline and any uses ancillary thereto which are directly related or incidental to the service of the interest of the commuting public, including communication networks, stations, harbours, transportation amenities and facilities, warehouses, container parks, workshops, offices, shops, recreational, business and residential uses.

tribunal means the tribunal established by the municipality in terms of Section 35 of the Act.

urban agriculture means the cultivation of crops, within the urban areas and may include animal keeping on relatively small areas.

warehouse means land used primarily for storage and distribution of goods and including use by a business of a predominantly wholesale nature.

wellness centre mean land used as a business enterprise where health and beauty treatments are offered, but does not include medical treatment, surgery or post-operative recuperation or care.

workshop means a building or part of a building of which the net floor area does not exceed 200m² where articles are produced, repaired, restored and assembled but does not include a noxious use, or the use for the purposes of an abattoir, builders' yard, motor service centre, industry or agri-industry.

4. Area of Jurisdiction & Application of this Land Use Scheme

- (1) The Scheme applies to all land, including state land, within the area of jurisdiction of the Municipality.
- (2) The Scheme binds every owner and every user of land within the area of jurisdiction the Municipality, including the State.
- (3) The Scheme replaces all land use/zoning/town planning schemes applicable in any portion of the area of the Municipality as at the date on which the Scheme comes into effect.

5. Purpose & Content of the Scheme

- (1) The Scheme adheres to the requirements of Chapter 5 of the Act which prescribes the matters to be addressed in the Scheme, its purpose and content.
- (2) The Scheme accordingly gives effect to and is consistent with the Municipal Spatial Development Framework and provides for the determination of the use and development of land in order to promote:
 - (a) economic growth;
 - (b) social inclusion;

- (c) efficient land development; and
 - (d) minimal impact on public health, the environment, and natural resources.
- (3) In its formulation and implementation, the Scheme adheres to and promotes the development principles set out in Chapter 2 of the Act.

6. Regulations, Zoning Map & Register

- (1) At the commencement of the Scheme it will consist of the Regulations, Zoning Map and Register as prescribed by Section 25(2) of the Act.

7. Other Legislation & By-Laws

- (1) Nothing in the Scheme shall be construed as permitting any person to do anything in conflict with the conditions registered against the Title Deed or Deed of Grant of a Land Unit.
- (2) The provisions of a Title Deed or Deed of Grant take precedence over the Scheme.

8. Transitional Arrangements & Existing Schemes

- (1) Any application made and accepted in terms of a former zoning scheme, land use scheme or town planning scheme which is still in process at the commencement date shall be assessed and finalised in terms of such former zoning scheme, land use scheme or town planning scheme, except where it has been withdrawn by the applicant in writing.
- (2) Where a land use application was approved prior to the commencement of the Scheme but has not yet been acted upon, or where a land use application is approved in terms of the provisions of a former zoning, land use or town planning scheme after the commencement of the Scheme, the affected Land Unit/s which is the subject of such approval shall be deemed to be allocated to a corresponding zone in accordance with the Scheme, when such approval is acted upon.
- (3) Where the zoning applicable to any Land Unit in terms of a former zoning scheme, land use scheme or town planning scheme includes a primary land use which is an additional or consent use in the corresponding zone in the Scheme, the Municipality's approval of, or consent to such use, as the case may be, shall be deemed to have been granted in terms of the Scheme with effect from the commencement thereof, subject to Section 43 (2) (a) of the Act.

9. Rectification of Errors on Zoning Map

- (1) If an owner contends that the zoning of a Land Unit is incorrectly reflected on the Zoning Map, she may submit a request to the Municipality for the correction of the alleged error.
- (2) An owner submitting such a request must at least:
- (a) submit any written evidence of the lawful land use rights; and
 - (b) state the zoning contended for.
- (3) If the Municipality upholds the request, it must direct that the Zoning Map be amended accordingly.
- (4) If the Municipality refuses the request the owner shall be entitled to apply for the rezoning of the Land Unit in question in terms of the By-law.
- (5) In the event that the Municipality becomes aware of a possible error on the Zoning Map (either on its own or after it has been drawn to its attention in any manner), it must:
- (a) investigate the matter and establish provisionally the zoning which should apply;
 - (b) inform the owner of the Land Unit in question of the possible error;
 - (c) submit a report and a draft amended Zoning Map to the Council for consideration; and

- (d) amend the Zoning Register and Map if necessary, as may be directed by the Council.

10. Primary Uses

- (1) The Primary Uses of land permitted in each use zone, without the need for the Municipality's consent, are listed in the corresponding part of Column 2 of the use zone table set out in paragraph 16.
- (2) One or more of the Primary Uses listed in Column 2 of the use zone table, set out in paragraph 16, is permitted on a Land Unit at the same time.

11. Additional Use Rights

- (1) Additional Use rights applicable in each use zone are listed in the corresponding part of Column 3 of the use zone table, set out in paragraph 16.
- (2) The use of land for an Additional Use shall be subject to approval by the Municipality.
- (3) Applications for Additional Use rights shall include a land use application form as provided for in the By-law and shall follow the procedure as determined in the Municipality's Standard Operating Procedures for applications for Additional Use rights.
- (4) Applications for Additional Uses rights do not need to be published in terms of Section 71(1) of the By-law.
- (5) An Additional Use may not be implemented, where the Primary Use right has not been exercised, except additional uses for freestanding telecommunication mast and rooftop base telecommunication mast.
- (6) Simultaneous approval of primary and Additional Use rights may be permitted.
- (7) Additional Use rights granted in terms of this Scheme shall be subject to termination if any breach of a condition upon which such a use right was granted is not remedied in compliance with a notice served in terms of the By-law upon the owner or occupier of the site concerned, which notice shall require that the breach be remedied within a specific period.
- (8) An owner may request the Municipality to terminate an Additional Use right.

12. Consent Uses

- (1) Any Consent Uses of land permitted in a use zone, with the Municipality's prior approval in terms of the provisions of the By-law, is listed in the corresponding part of Column 4 of the applicable use zone table set out in paragraph 16.
- (2) In the event that a Consent Use is applied for and the Development Parameters differ from those applicable to the primary zone or uses provided for in the scheme, such parameters shall be determined by the Municipality.
- (3) A Consent Use may not be implemented, where the Primary Use right has not been exercised, except consent uses granted in terms of sub-paragraph 67 (2), freestanding telecommunication mast and rooftop base telecommunication mast.
- (4) Simultaneous approvals of Primary and Consent Use rights may be permitted.
- (5) Specific Consent Use rights granted in terms of this Scheme shall be subject to termination if any breach of a condition upon which such consent was granted is not remedied in compliance with a notice served in terms of the By-law upon the owner or occupier of the site concerned, which notice shall require that the breach be remedied within a specific period.
- (6) An owner may request the Municipality to terminate a Consent Use right.

13. Non-Conforming Buildings

- (1) Buildings approved and erected prior to the commencement of the Scheme ("approved buildings"), which do not comply with the Development Parameters applicable to the Land Unit, are considered to be non-conforming buildings and such non-conformance shall not constitute an offence in terms of the Scheme.

- (2) An approved building which is renovated, altered, converted, or repaired for a use which is permitted by the zoning applicable to the Land Unit, but which does not comply with the Development Parameters for the proposed use, is considered to be a non-conforming building.
- (3) The following shall apply to all non-conforming buildings referred to in sub-paragraphs (1) & (2) above:
 - (a) any structural alterations which increase the Floor Space of a building, structure, or part thereof shall comply with the Development Parameters applicable to that zone;
 - (b) on-site parking shall be improved as far as is practically possible to the satisfaction of the Municipality; and
 - (c) such a building is exempted from the Development Parameters applicable to the Land Unit.
- (4) When an approved building is renovated, altered, converted, or repaired for a use not permitted by the zoning applicable to the Land Unit, and which does not comply with the Development Parameters for the proposed use, a deviation from Development Parameters will be required and shall be assessed on merit save where an Overlay Zone applies.

14. Deemed Zoning of Closed Public Places

- (1) When a public road or Public Open Space which is vested in or owned by the Municipality is closed, the zoning of the land in question is determined as follows:
 - (a) if the land is transferred, the land so transferred shall be allocated the same zoning as that of the abutting Land Unit; and
 - (b) if the land so transferred falls into more than one use zone or Conservation Area, the Municipality must determine which zoning will apply to the land being transferred, when it makes the closure and transfer order.

15. Undetermined Zone

- (1) Where land is zoned undetermined in the Scheme and the property owner intends to develop or make additions to existing buildings, an application for rezoning may be submitted to the Municipality.
- (2) Where use rights are specified in the Title Deed or Deed of Grant, the Municipality may allocate the most specific zoning which would permit that use and such determination shall not be subject to a rezoning application or public participation.
- (3) When the municipality determines a zoning contemplated in sub-paragraph (2), it must have regard to at least:
 - (a) the lawful use of the land, or the purposes for which it could lawfully be used immediately before the commencement of the Scheme;
 - (b) the zoning, which is most compatible with that use;
 - (c) any permanent departure or consent use which may be applicable in conjunction with that zoning;
 - (d) where land was vacant immediately before the commencement of the Scheme, the use permitted in terms of the title deed conditions or, where more than one land use is so permitted, one of such land uses; and
 - (e) objects of any relevant legislation.
- (4) The Zoning Map must be amended to reflect the zoning determined in terms of sub-paragraph (2).

CHAPTER 2: USE ZONES & DEVELOPMENT PARAMETERS

16. Use Zone Table

The table contains a summary of the base zonings and Development Parameters as set out in this Land Use Scheme.

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
AGRICULTURE	Agricultural Zone 1 <ul style="list-style-type: none"> • Agriculture • Dwelling House • Second Dwelling Unit 	<ul style="list-style-type: none"> • Additional Dwelling Unit • Home Enterprise 	<ul style="list-style-type: none"> • Abattoir • Agriculture Employee Accommodation • Agri-village • Animal Care Centre • Convenience Shop • Freestanding Base Telecommunication Station • Function Venue • Guest House • House Tavern • Place of Assembly • Place of Entertainment • Place of Instruction • Place of Worship • Recreation Facility • Renewable Energy Facility • Resort • Rooftop Base Telecommunication Station • Shooting Range 	10 m	10 m	Dwelling Units 8.5 m 15m Agricultural Buildings	20 %
	Agricultural Zone 2 <ul style="list-style-type: none"> • Agricultural Industry • Agriculture • Animal Care Centre 	<ul style="list-style-type: none"> • Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station 	<ul style="list-style-type: none"> • Agriculture Employee Accommodation • Agri-village • Convenience Shop • Function Venue • Guest House • House Tavern • Place of Assembly • Place of Entertainment • Place of Instruction • Place of Worship • Recreation Facility • Renewable Energy Facility • Resort • Shooting Range 	5 m	3 m	No restriction, unless specified by SDF or LSDF	75 %

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines			Height	Coverage
				Street		Lateral & Rear		
SINGLE RESIDENTIAL	Single Residential Zone 1 <ul style="list-style-type: none">• Dwelling House• Second Dwelling Unit	<ul style="list-style-type: none">• Additional Dwelling Unit• Home Enterprise	<ul style="list-style-type: none">• Boarding House• Child Care Facility• Guest House• House Tavern• Old Age Home• Residential Building	Erven < 200 m ²	1 m	1 m on l boundary	8.5 m	80 %
				Erven 201-599 m ²	3 m	1 m	8.5 m	70 %
				Erven > 600 m ²	3 m	1.5 m	8.5 m	60 %
	Single Residential Zone 2: <ul style="list-style-type: none">• Agriculture• Dwelling House• Second Dwelling Unit	<ul style="list-style-type: none">• Additional Dwelling Unit• Home Enterprise	<ul style="list-style-type: none">• Agriculture Employee Accommodation• Agri-village• Animal Care Centre• Freestanding Base• Telecommunication Station• Function Venue• Guest House• House Tavern• Old Age Home• Place of Instruction• Recreation Facility• Renewable Energy Facility• Restaurant• Rooftop Base• Telecommunication Station	5 m		3 m	8.5 m	20 %

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines			Height	Coverage
				Street	Street	Lateral & Rear		
GENERAL RESIDENTIAL	General Residential Zone 1 • Group Housing • Old Age Home	• None	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station	Group Housing/ Old Age Site	4 m	2 m	8.5 m	70 %
				Group Housing/ Old Home Age Erf	4 m	2 m	8.5 m	As per Single Residential Zone 1 per Erf
				External Cadastral Boundaries - Parent Erf (Site)	1 m	0 m		
				Internal Cadastral Boundaries				
	General Residential Zone 2 • Boarding House • Guest House • Hotel • Residential Building • Old Age Home • Wellness Centre	• None	• Freestanding Base Telecommunication Station • Place of Entertainment • Rooftop Base Telecommunication Station	Sub Zone 1 < 1000 m ²	5 m	3 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %
				Sub Zone 2 > 1000 m ²	5 m	5 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %
	General Residential Zone 3: • Flat	• None	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station	Sub Zone 1 < 1000 m ²	5 m	3 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %
				Sub Zone 2 > 1000 m ²	5 m	5 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %
	General Residential Zone 4: • Social Housing	• None	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station	5 m		3 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
BUSINESS	Business Zone 1 <ul style="list-style-type: none"> • Animal Care Centre • Boarding House • Business Premises • Filling Station • Flat • Function Venue • Funeral Parlour • Guest House • Hotel • Institution • Liquor Outlet • Medical Use • Motor Service Centre • Office • Old Age Home • Place of Instruction • Public Garage • Residential Building • Restaurant • Social Housing • Sport Facility • Transport Facility • Wellness Centre • Workshop 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Builders Yard • Depot • Freestanding Base • Telecommunication Station • Place of Worship • Place of Entertainment • Recreation Facility • Renewable Energy Facility • Rooftop Base • Telecommunication Station • Scrap Yard • Shooting Range • Warehouse 	0 m	0 m	No restriction, unless specified by SDF or LSDF	100 %

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
BUSINESS	Business Zone 2 <ul style="list-style-type: none"> • Business Premises • Filling Station • Liquor Outlet • Motor Service Centre • Office • Residential Building 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Animal Care Centre • Boarding House • Flat • Freestanding Base • Telecommunication Station • Function Venue • Funeral Parlour • Guest House • Hotel • Institution • Medical Use • Old Age Home • Place of Entertainment • Place of Instruction • Place of Worship • Public Garage • Recreation Facility • Renewable Energy Facility • Restaurant • Rooftop Base • Telecommunication Station • Shooting Range • Social Housing • Sport Facility • Transport Facility • Wellness Centre • Workshop • Warehouse 	5 m	5 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	70 %
	Business Zone 3 <ul style="list-style-type: none"> • Office • Medical Use • Wellness Centre 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Animal Care Centre • Convenience Shop • Freestanding Base • Telecommunication Station • Place of Instruction • Public Garage • Renewable Energy Facility • Restaurant • Rooftop Base • Telecommunication Station • Residential Building 	5 m	3 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	70 %

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
INDUSTRIAL	Industrial Zone 1 • Depot • Filling Station • Industry • Public Garage	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station • None	• Abattoir • Crematorium • Transport Facility	0 m	0 m	No restriction, unless specified by SDF or LSDF	100 %
	Industrial Zone 2 • Business Premises • Depot • Filling Station • Light Industry • Place of Assembly • Place of Entertainment • Place of Worship • Public Garage • Transport Facility	• None	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station • Scrap Yard	5 m	3 m	No restriction, unless specified by SDF or LSDF	75 %
	Industrial Zone 3 • Industry • Noxious Use	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station	• None	0 m	0 m	No restriction, unless specified by SDF or LSDF	100 %
	Industrial Zone 4 • Mine • Mining Industry	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station	• None	Site and Development Specific as determined by the Municipality			

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
COMMUNITY	Community Zone 1 • Child Care Facility • Clinic • Place of Assembly • Place of Worship • Place of Instruction	• None	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station • Sport Facility	5 m	1.5 m	16 m	60 %
	Community Zone 2 • Institution • Place of Assembly • Place of Instruction • Sport Facility	• None	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station	5 m	1.5 m	16 m	60 %

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
RESORT	Resort Zone • Conservation Area • Resort	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station	• Function Venue • Place of Entertainment • Place of Instruction • Wellness Centre	5 m	5 m	8.5 m	20 %

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
OPEN SPACE	Open Space Zone 1 • Public Open Space	• None	• Convenience Shop • Freestanding Base Telecommunication Station • Restaurant • Rooftop Base Telecommunication Station	5 m	5 m	5 m	40 %
	Open Space Zone 2 • Private Open Space	• None	• Freestanding Base Telecommunication Station • Rooftop Base Telecommunication Station • Sport Facility	5 m	5 m	5 m	40 %
	Open Space Zone 3 • Conservation Area	• Freestanding Base Telecommunication Station • Rooftop Base telecommunication Station	• Function Venue • Recreation Facility • Resort	5 m	5 m	5 m	40 %

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
TRANSPORT	Transport Zone 1 • External Engineering Services • Public Roads & Parking	• None	• None	Site and Development Specific as determined by the Municipality			

Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
				Street	Lateral & Rear		
	Transport Zone 2 : <ul style="list-style-type: none">• External Engineering Services• Private Roads & Parking	<ul style="list-style-type: none">• None	<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station	Site and Development Specific as determined by the Municipality			
	Transport Zone 3 : <ul style="list-style-type: none">• Transport Use	<ul style="list-style-type: none">• None	<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station	Site and Development Specific as determined by the Municipality			
Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
AUTHORITY	Authority Zone <ul style="list-style-type: none">• Authority Use• External Engineering Services	<ul style="list-style-type: none">• None	<ul style="list-style-type: none">• Subject to Municipal Decision• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station	Site and Development Specific as determined by the Municipality			
Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
UNDETERMINED	Undetermined Use Zone <ul style="list-style-type: none">• None	<ul style="list-style-type: none">• None	<ul style="list-style-type: none">• None	• None			
Land Use Category	Zoning & Primary Use	Additional Uses	Consent Use	Building Lines		Height	Coverage
SPECIAL PURPOSES	Special Purpose Zone <ul style="list-style-type: none">• Uses as specified in terms of this Scheme	<ul style="list-style-type: none">• Additional Uses as specified in terms of this Scheme	<ul style="list-style-type: none">• None	Site and Development Specific as determined by the Municipality			

17. Agricultural Zone 1

Land Use Category	Agriculture		
Zoning	Agricultural Zone 1		
Purpose of Zone			
<ul style="list-style-type: none">• The protection and preservation of agricultural land, rural landscapes and biodiversity.• Use of land for purposes of bona fide agricultural production or conservation.• A limited range of other uses which may take place on agricultural Land Units, either as additional rights or with the consent of the Municipality and which provide for tourism which has the objective of creating variety, ensuring sustainability, and providing diversified income to landowners, without impacting adversely on the primary use of the Land Unit for agricultural purposes.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Agriculture• Dwelling House• Second Dwelling Unit		<ul style="list-style-type: none">• Additional Dwelling Unit• Home Enterprise	
Consent Uses			
<ul style="list-style-type: none">• Abattoir• Agriculture Employee Accommodation• Agri-village• Animal Care Centre• Convenience Shop• Freestanding Base Telecommunication Station• Function Venue• Guest House• House Tavern		<ul style="list-style-type: none">• Place of Assembly• Place of Entertainment• Place of Instruction• Place of Worship• Recreation Facility• Renewable Energy Facility• Resort• Rooftop Base Telecommunication Station• Shooting Range	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
10 m	10 m	Dwelling Units 8.5 m 15m Agricultural Buildings	20 %

18. Agricultural Zone 2

Land Use Category	Agriculture		
Zoning	Agricultural Zone 2		
Purpose of Zone			
<ul style="list-style-type: none">• To enable the establishment of an Agricultural Industry for the processing of agricultural products mainly in the immediate vicinity of the area in which such agricultural products are produced.• To enable the processing of agricultural products where the perishable nature, fragility or other characteristics thereof require that they be processed in close proximity.• Limited retail of mainly agricultural products and Convenience Shop are permitted.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Agricultural Industry• Agriculture• Animal Care Centre		<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station	
Consent Uses			
<ul style="list-style-type: none">• Agriculture Employee Accommodation• Agri-village• Convenience Shop• Function Venue• Guest House• House Tavern• Place of Assembly• Place of Entertainment		<ul style="list-style-type: none">• Place of Instruction• Place of Worship• Recreation Facility• Renewable Energy Facility• Resort• Shooting Range	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	3 m	No Restriction Unless Specified by the SDF or LSDF	75 %

19. Single Residential Zone 1

Land Use Category	Single Residential			
Zoning	Single Residential Zone 1			
Purpose of Zone				
<ul style="list-style-type: none">• Use of land for residential development where the predominant type of accommodation is a Dwelling House for use by a Single Family.• Protect the welfare and safety of the occupants of a Dwelling Unit within a neighbourhood by limiting uses which are likely to give rise to a public nuisance.• Controlled opportunities for home employment and income generation activities which are compatible with and ancillary to residential uses, provided that the dominant use of the property remains residential.• Moderate densification through additional dwellings as primary or consent uses.				
Primary Use			Additional Uses	
<ul style="list-style-type: none">• Dwelling House• Second Dwelling Unit			<ul style="list-style-type: none">• Additional Dwelling Unit• Home Enterprise	
Consent Uses				
<ul style="list-style-type: none">• Boarding House• Child Care Facility• Guest House			<ul style="list-style-type: none">• House Tavern• Old Age Home• Residential Building	
Development Parameters				
	Building Lines		Height	Coverage
	Street	Lateral & Rear		
Erven < 200 m ²	1 m	1 m on 1 boundary	8.5 m	80 %
Erven 201-599 m ²	3 m	1 m	8.5 m	70 %
Erven > 600 m ²	3 m	1.5 m	8.5 m	60 %
General Provisions				
(1) A Residential Building and Additional Dwelling Unit may only be permitted after the erection of a Dwelling House and a Second Dwelling Unit.				
(2) A Residential Building erected under this zone shall not exceed 50 m ² .				

20. Single Residential Zone 2

Land Use Category	Single Residential		
Zoning	Single Residential Zone 2		
Purpose of Zone			
<ul style="list-style-type: none">• The use of land or buildings for low density residential development and ancillary use with a rural character.• To accommodate larger residential properties, which may be used for limited agricultural purposes, generally agricultural smallholdings, but primarily serve as places of residence for people who seek a rural lifestyle.• Development may occur inside or outside a recognised urban edge.• Permitting uses in line with rural activity i.e., keeping of animals and small-scale cultivation on a limited basis.• Provide for activities in keeping with the rural character of the area and distinct from agriculture or commercial farming.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Agriculture• Dwelling House• Second Dwelling Unit		<ul style="list-style-type: none">• Additional Dwelling Unit• Home Enterprise	
Consent Uses			
<ul style="list-style-type: none">• Agriculture Employee Accommodation• Agri-village• Animal Care Centre• Freestanding Base Telecommunication Station• Function Venue• Guest House• House Tavern		<ul style="list-style-type: none">• Old Age Home• Place of Instruction• Recreation Facility• Renewable Energy Facility• Restaurant• Rooftop Base Telecommunication Station	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	3 m	8.5 m	20 %

21. General Residential Zone 1

Land Use Category		General Residential			
Zoning		General Residential Zone 1			
Purpose of Zone					
<ul style="list-style-type: none">• Encourage residential development of a medium density up to 50 units / ha, with a coordinated design, and to accommodate Group Housing where special attention is given to aesthetics, architectural form, and the inter-relationship between components of the Group Housing scheme.• Shared private services and access, which may either be subdivided or on one cadastral Land Unit.• Opportunities are included for low-rise Flats within a Group Housing scheme.• Development of medium density Dwelling Houses, semi-detached or row houses.• Opportunities for retirement village and nursing home.					
Primary Use			Additional Uses		
<ul style="list-style-type: none">• Group Housing• Old Age Home			<ul style="list-style-type: none">• None		
Consent Uses					
<ul style="list-style-type: none">• Freestanding Base Telecommunication Station			<ul style="list-style-type: none">• Rooftop Base Telecommunication Station		
Development Parameters					
		Building Lines		Height	Coverage
		Street	Lateral & Rear		
Group Housing / Old age home Site		4 m	2 m	8.5 m	70 %
Group Housing / Old Age home Erf	External Cadastral Boundaries - Parent Erf (Site)	4m	2m	8.5 m	As per Single Residential Zone 1 per Erf
	Internal Cadastral Boundaries	1m	0 m		
General Provisions					
<div><div>(1)</div><div>All buildings and structures must be planned, designed and built as an entity and special attention must be given to aesthetics, architectural coordination, urban design, and landscaping.</div></div> <div><div>(2)</div><div>Residents of the development must have access to an open space on the Land Unit.</div></div> <div><div>(3)</div><div>A site development plan of the proposed Group Housing scheme must be submitted to the Municipality for its approval and, if approved, the development of the Group Housing site must be in accordance with the approved site development plan.</div></div> <div><div>(4)</div><div>A refuse room and/or service yard must be provided on the Group Housing site.</div></div> <div><div>(5)</div><div>Old Age Home may not be developed on individual units within a Group Housing scheme.</div></div>					

22. General Residential Zone 2

Land Use Category	General Residential			
Zoning	General Residential Zone 2			
Purpose of Zone				
<ul style="list-style-type: none">• High-density residential development comprising of higher density Residential Buildings, and residential rooms.• Other residential accommodation such as student and tourism.				
Primary Use			Additional Uses	
<ul style="list-style-type: none">• Boarding House• Guest House• Hotel• Residential Building• Old Age Home• Wellness Centre			<ul style="list-style-type: none">• None	
Consent Uses				
<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Place of Entertainment			<ul style="list-style-type: none">• Rooftop Base Telecommunication Station	
Development Parameters				
	Building Lines		Height	Coverage
	Street	Lateral & Rear		
Sub Zone 1 < 1000 m ²	5 m	3 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %
Sub Zone 2 > 1000 m ²	5 m	5m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %
General Provisions				
<div>(1) All buildings and structures must be planned, designed, and built as a harmonious architectural entity and special attention must be given to aesthetics, architectural coordination, urban design, and landscaping.</div> <div>(2) Residents of the Residential Building must have access to an open space on the Land Unit.</div> <div>(3) A site development plan of the proposed development must be submitted to the Municipality for its approval and, if approved, the development must be in accordance with the approved site development plan.</div>				

23. General Residential Zone 3

Land Use Category	General Residential			
Zoning	General Residential Zone 3			
Purpose of Zone				
• High-density multiple Dwelling Units including high rise buildings ideally for Single Family accommodation in each unit.				
Primary Use		Additional Uses		
• Flats		• None		
Consent Uses				
• Freestanding Base Telecommunication Station		• Rooftop Base Telecommunication Station		
Development Parameters				
	Building Lines		Height	Coverage
	Street	Lateral & Rear		
Sub Zone 1 < 1000 m ²	5 m	3 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %
Sub Zone 2 > 1000 m ²	5 m	5 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %
General Provisions				
(1) Consent Uses for student accommodation and Guest Houses are not permitted for individual units under this use zone due to shared facilities, such as parking.				

24. General Residential Zone 4

Land Use Category	General Residential		
Zoning	General Residential Zone 4		
Purpose of Zone			
<ul style="list-style-type: none">• To make provision for Social Housing managed by an accredited Social Housing Institution and other government programmes such as community residential units for specific income brackets.• A self-sustainable concept which includes ancillary uses for the exclusive use by the residents of the development is encouraged.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Social Housing		<ul style="list-style-type: none">• None	
Consent Uses			
<ul style="list-style-type: none">• Freestanding Base Telecommunication Station		<ul style="list-style-type: none">• Rooftop Base Telecommunication Station	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	3 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	75 %

25. Business Zone 1

Land Use Category		Business	
Zoning		Business Zone 1	
Purpose of Zone			
<ul style="list-style-type: none">Includes a wide range of land uses such as business, residential and community uses but excludes industrial development with relatively few restrictions in order to promote urban vitality and economic growth.			
Primary Use			
<ul style="list-style-type: none">Animal Care CentreBoarding HouseBusiness PremisesFilling StationFlatFunction VenueFuneral ParlourGuest HouseHotelInstitutionLiquor OutletMedical Use		<ul style="list-style-type: none">Motor Service CentreOfficeOld Age HomePlace of InstructionPublic GarageResidential BuildingRestaurantSocial HousingSport FacilityTransport FacilityWellness CentreWorkshop	
Additional Uses		Consent Uses	
<ul style="list-style-type: none">None	<ul style="list-style-type: none">Builders YardDepotFreestanding Base Telecommunication StationPlace of WorshipPlace of EntertainmentRecreation Facility	<ul style="list-style-type: none">Renewable Energy FacilityRooftop Base Telecommunication StationScrap YardShooting RangeWarehouse	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
0 m	0 m	No restriction, unless specified by SDF or LSDF	100 %
General Provisions			
<p>(1) Where a Land Unit zoned for Business Zone 1 purposes has a common boundary with another Land Unit which is not so zoned, the Municipality may require a 2.1-metre-high wall to be erected to the satisfaction of the Municipality, along the common boundary.</p> <p>(2) If a Land Unit zoned for Business Zone 1 purposes abuts a residential zone, the lateral and rear building lines on the common boundary applicable to the abutting residential zoned Erf shall apply.</p> <p>(3) The Municipality's Spatial Development Framework must recognise that the intensive nature of the business activities or the scale of the operation could generate some negative impact on adjacent residential properties.</p>			

26. Business Zone 2

Land Use Category	Business		
Zoning	Business Zone 2		
Purpose of Zone			
<ul style="list-style-type: none">• Low intensity commercial and mixed-use development which serves neighbourhood needs for convenience goods and personal services.• The development should be limited in scale and nature and capable of integration into the adjacent residential neighbourhood, without adversely affecting the amenity of the residential neighbourhood.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Business Premises• Filling Station• Liquor Outlet• Motor Service Centre• Office• Residential Building		<ul style="list-style-type: none">• None	
Consent Uses			
<ul style="list-style-type: none">• Animal Care Centre• Boarding House• Flat• Freestanding Base Telecommunication Station• Function Venue• Funeral Parlour• Guest House• Hotel• Institution• Medical Use• Old Age Home• Place of Entertainment• Place of Instruction		<ul style="list-style-type: none">• Place of Worship• Public Garage• Recreation Facility• Renewable Energy Facility• Restaurant• Rooftop Base Telecommunication Station• Shooting Range• Social Housing• Sport Facility• Transport Facility• Wellness Centre• Workshop• Warehouse	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	5 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	70 %
General Provisions			
<p>(1) Where a Land Unit zoned for Business Zone 2 purposes has a common boundary with another Land Unit which is not so zoned, the Municipality may require a 2.1-metre-high wall to be erected to the satisfaction of the Municipality, along the common boundary.</p> <p>(2) If a Land Unit zoned for Business Zone 2 purposes abuts a residential zone, the lateral and rear Building Lines on the common boundary applicable to the abutting residential zoned Erf shall apply.</p>			

27. Business Zone 3

Land Use Category	Business		
Zoning	Business Zone 3		
Purpose of Zone			
<ul style="list-style-type: none">• An intermediate zone that may, if required, act as a buffer or interface between low-to medium – intensity business zones or other high-intensity non-residential uses, and residential areas.• The dominant uses should be for Office and limited retail activities; uses ancillary to the permitted uses are possible with the Municipality's approval.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Office• Medical Use• Wellness Centre		<ul style="list-style-type: none">• None	
Consent Uses			
<ul style="list-style-type: none">• Animal Care Centre• Convenience Shop• Freestanding Base Telecommunication Station• Place of Instruction		<ul style="list-style-type: none">• Public Garage• Renewable Energy Facility• Restaurant• Rooftop Base Telecommunication Station• Residential Building	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	3 m or half the height of the building, whichever is the greater (max 10 m)	No restriction, unless specified by SDF or LSDF	70 %

28. Industrial Zone 1

Land Use Category	Industrial		
Zoning	Industrial Zone 1		
Purpose of Zone			
<ul style="list-style-type: none">• Make provision for general manufacturing and large-scale warehousing purposes and for any industrial activity exercised in connection therewith or additional thereto, except noxious trade and risk activity, in order to promote the manufacturing sector of the economy.• Limited non-industrial activities, but these should not compromise the general use of the area zoned for Industry.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Depot• Filling Station• Industry• Public Garage		<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station	
Consent Uses			
<ul style="list-style-type: none">• Abattoir• Crematorium		<ul style="list-style-type: none">• Transport Facility	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
0 m	0 m	No restriction, unless specified by SDF or LSDF	100 %
General Provisions			
<p>(1) Where a Land Unit zoned for industrial purposes has a common boundary with another Land Unit which is not so zoned, the Municipality shall require a 2.1-metre-high wall to be erected to the satisfaction of the Municipality, along the common boundary.</p> <p>(2) If a Land Unit zoned for industrial purposes abuts a residential zone, the lateral and rear Building Lines on the common boundary applicable to the abutting residential zoned Erf shall apply.</p> <p>(3) The Municipality's Spatial Development Framework must recognise the intensive nature of the industrial activity or the scale of the operation could generate some negative impact on adjacent properties.</p>			

29. Industrial Zone 2

Land Use Category	Industrial		
Zoning	Industrial Zone 2		
Purpose of Zone			
<ul style="list-style-type: none">• To accommodate Industry uses that may be carried out without nuisance to other properties or the general public.• Includes High-tech Industrial, Light Industrial Manufacturing and Office Parks.• These uses may be located next to business uses and in close proximity to residential areas, and do not present a potential negative impact on the character or amenity of such areas.			
Primary Use			
<ul style="list-style-type: none">• Business Premises• Depot• Filling Station• Light Industry• Place of Assembly		<ul style="list-style-type: none">• Place of Entertainment• Place of Worship• Public Garage• Transport Facility	
Additional Uses		Consent Uses	
<ul style="list-style-type: none">• None		<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station• Scrap Yard	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	3 m	No restriction, unless specified by SDF or LSDF	75 %
General Provisions			
(1) Where a Land Unit zoned Industrial Zone 2 has a common boundary with another Land Unit which is not so zoned, the Municipality shall require a 2.1-metre-high wall to be erected, to the satisfaction of the Municipality, along the common boundary.			

30. Industrial Zone 3

Land Use Category	Industrial		
Zoning	Industrial Zone 3		
Purpose of Zone			
<ul style="list-style-type: none">For uses, trades or industries which are considered noxious in terms of associated risks to health in neighbouring premises arising from vapours, fluids, waste matter, noise, disturbance and dust or other objectionable consequence of their operation, or which carry a high risk in the event of fire or accident.A noxious trade or hazardous uses should not be located close to residential areas.Careful consideration on approving noxious trade and hazardous uses must be taken by the Municipality not to compromise other uses in the zone.			
Primary Use			
<ul style="list-style-type: none">IndustryNoxious Use			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">Freestanding Base Telecommunication StationRooftop Base Telecommunication Station		<ul style="list-style-type: none">None	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
0 m	0 m	No restriction, unless specified by SDF or LSDF	100 %
General Provisions			
<p>(1) Where a Land Unit zoned for Industrial Zone 3 purposes has a common boundary with another Land Unit which is not zoned Industrial Zone 1 or Industrial Zone 2, the Municipality shall require a 2.1-metre-high wall, of the quality and with finishings to the satisfaction of the Municipality, to be erected along the common boundary.</p> <p>(2) Notwithstanding the fact that an activity constitutes a primary use right in terms of this zone, no activity or use which includes the on-site storage of Hazardous Substances is permitted unless a risk management and prevention plan has been submitted to the Municipality for its approval.</p> <p>(3) The risk management and prevention plan must include guidelines approved by the Municipality to prevent or minimise danger to the environment or humans from a particular activity or series of activities, and to deal with the consequences of any dangerous event involving the Hazardous Substances.</p> <p>(4) The Municipality's Spatial Development Framework must recognise that the intensive nature of the industrial activity or the scale of the operation could generate some negative impact on adjacent properties.</p>			

31. Industrial Zone 4

Land Use Category	Industrial		
Zoning	Industrial Zone 4		
Purpose of Zone			
<ul style="list-style-type: none">• The use of land for the extraction of minerals and raw materials and, to a limited extent, associated business operations.• Operations of a more permanent nature as opposed to temporary, short-term mining or prospecting activities.• This zone shall be subject to all relevant statutory restrictions which apply to the exploitation of raw materials.			
Primary Use			
<ul style="list-style-type: none">• Mine• Mining Industry			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station		<ul style="list-style-type: none">• None	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
Site and Development Specific as determined by the Municipality			
General Provisions			
<div><div>(1)</div><div>The owner must comply with national and provincial statutory requirements applicable to mining.</div></div> <div><div>(2)</div><div>Any application for the use of a Land Unit for a mine must contain an explanation of the measures which will be implemented to address safety and environmental concerns which may be imposed as conditions of approval by the Municipality, including but not limited to:</div><div><div>(a)</div><div>control of drainage, sedimentation and erosion;</div></div><div><div>(b)</div><div>preservation of surface and substance water;</div></div><div><div>(c)</div><div>preservation of topsoil;</div></div><div><div>(d)</div><div>provision for restoration and the re-use of the site;</div></div><div><div>(e)</div><div>provision for noise and visual buffering;</div></div><div><div>(f)</div><div>accommodation of heavy traffic and vehicles on roadways; and</div></div><div><div>(g)</div><div>a phased programme for rehabilitation.</div></div></div>			

32. Community Zone 1

Land Use Category	Community		
Zoning	Community Zone 1		
Purpose of Zone			
<ul style="list-style-type: none">A range of social uses directed at neighbourhood community needs, such as educational, religious, welfare or health services.			
Primary Use			
<ul style="list-style-type: none">Child Care FacilityClinicPlace of Instruction		<ul style="list-style-type: none">Place of AssemblyPlace of Worship	
Additional Uses		Consent Uses	
<ul style="list-style-type: none">None		<ul style="list-style-type: none">Freestanding Base Telecommunication StationRooftop Base Telecommunication StationSport Facility	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	1.5 m	16 m	60 %

33. Community Zone 2

Land Use Category	Community		
Zoning	Community Zone 2		
Purpose of Zone			
<ul style="list-style-type: none">To make provision for Institutions as defined, including ancillary uses			
Primary Use			
<ul style="list-style-type: none">InstitutionPlace of Assembly		<ul style="list-style-type: none">Place of InstructionSport Facility	
Additional Uses		Consent Uses	
<ul style="list-style-type: none">None		<ul style="list-style-type: none">Freestanding Base Telecommunication StationRooftop Base Telecommunication Station	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	1.5 m	16 m	60 %

34. Resort Zone

Land Use Category	Resort		
Zoning	Resort Zone		
Purpose of Zone			
<ul style="list-style-type: none">• To promote tourist and holiday facilities in areas with special environmental or recreational attributes, and to encourage public access to these facilities.• Care should be exercised to minimise potential negative impacts of development on Conservation Areas.• The guiding principle should be that a Resort must not detract from the amenity which attracted the holiday facilities, nor should it cause a nuisance on Land Units with other uses in the vicinity.			
Primary Use			
<ul style="list-style-type: none">• Conservation Area• Resort			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station		<ul style="list-style-type: none">• Function Venue• Place of Entertainment• Place of Instruction• Wellness Centre	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	5 m	8.5 m	20 %
General Provisions			
<p>(1) When land is rezoned to Resort Zone the Municipality must impose conditions regulating the density, layout, landscaping, and building design.</p> <p>(2) A site development plan must be submitted to the Municipality for its approval, clearly indicating the position of all structures, stands, services and internal roads.</p>			

35. Open Space Zone 1

Land Use Category	Open Space		
Zoning	Open Space Zone 1		
Purpose of Zone			
<ul style="list-style-type: none">• To make provision for land which vests in the Municipality as a public place and which is intended to be used for:<ul style="list-style-type: none">- active or passive public recreational and public amenity purposes;- the creation of a desired urban form, or visual open space for residents; and- an open space which also accommodates riverine corridors and other similar natural features.• To serve as an open space which accommodates municipal services in a landscaped or natural setting, such as stormwater detention ponds.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Public Open Space		<ul style="list-style-type: none">• None	
Consent Uses			
<ul style="list-style-type: none">• Convenience shop• Freestanding Base Telecommunication Station		<ul style="list-style-type: none">• Restaurant• Rooftop Base Telecommunication Station	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	5 m	5 m	40 %

36. Open Space Zone 2

Land Use Category	Open Space		
Zoning	Open Space Zone 2		
Purpose of Zone			
<ul style="list-style-type: none">• To make provision for land which is in private ownership and which is intended to be used for:<ul style="list-style-type: none">- active or passive private recreational and private amenity purposes;- the creation a desired urban form, or visual open space for residents;- an open space which also accommodates riverine corridors and other similar natural features;- an open space which accommodates municipal services in a landscaped or natural setting, such as stormwater detention ponds; and- the promotion of private recreation, the enhancement of aesthetic appearance and the maintenance of a functional open space system.			
Primary Use		Additional Uses	
<ul style="list-style-type: none">• Private Open Space		<ul style="list-style-type: none">• None	
Consent Uses			
<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base telecommunication Station• Sport Facility			
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	5 m	5 m	40 %

37. Open Space Zone 3

Land Use Category	Open Space		
Zoning	Open Space Zone 3		
Purpose of Zone			
<ul style="list-style-type: none">• The use of land or an area for preservation of the natural environment or for conservation purposes.• Protection of the natural environment whether or not the land has been proclaimed for conservation purposes in terms of the relevant legislation.• The sustainable utilisation of these areas by the controlled provision of holiday accommodation and tourist facilities.			
Primary Use			
<ul style="list-style-type: none">• Conservation Area			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base telecommunication Station		<ul style="list-style-type: none">• Function Venue• Recreation Facility• Resort	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
5 m	5 m	5 m	40 %

38. Transport Zone 1

Land Use Category	Transport		
Zoning	Transport Zone 1		
Purpose of Zone			
<ul style="list-style-type: none">Public roads as indicated on the General Plan or Zoning Map, whether constructed or not.Premises for the public parking of motor vehicles which are in use.			
Primary Use			
<ul style="list-style-type: none">External Engineering ServicesPublic Roads & Parking			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">None		<ul style="list-style-type: none">None	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
Site and Development Specific as determined by the Municipality			
General Provisions			
<p>(1) The Municipality may indicate proposed new roads and/or the proposed widening and closing of roads for information purposes on the Zoning Map by means of a specific annotation on the Zoning Map.</p> <p>(2) The original zoning of the properties affected by road widening or a new road will remain in place until the new road or widening has been proclaimed in terms of the relevant legislation and the required rezoning has become effective.</p> <p>(3) No person shall:</p> <p>(a) construct a private crossing, bridge or culvert onto, under or across a public road;</p> <p>(b) construct or lay a sidewalk on a public road;</p> <p>(c) construct any building, structure or other projection in or over a public road; and</p> <p>(d) deposit or leave any goods, articles, building materials or waste in a public road or road reserve other than for a reasonable period during the course of loading, offloading or removal thereof, except in accordance with and after the Municipality has given its approval.</p> <p>(4) The Municipality may permit Informal Trading on this zone in line with its policies.</p>			

39. Transport Zone 2

Land Use Category	Transport		
Zoning	Transport Zone 2		
Purpose of Zone			
<ul style="list-style-type: none">The purpose of this zone is to provide roads on land which is privately owned, and which do not vest in the Municipality or any other organ of state, for the passage or parking of motor vehicles.			
Primary Use			
<ul style="list-style-type: none">External Engineering ServicesPrivate Roads & Parking			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">None		<ul style="list-style-type: none">Freestanding Base Telecommunication StationRooftop Base Telecommunication Station	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
Site and Development Specific as determined by the Municipality			

40. Transport Zone 3

Land Use Category	Transport		
Zoning	Transport Zone 3		
Purpose of Zone			
<ul style="list-style-type: none">• Transportation systems, including all other transport undertakings which serve the public such as Airports, Harbours and Railway Lines.• Enterprises which facilitate the transportation of goods.• Related or associated uses which may support transport enterprises.			
Primary Use			
<ul style="list-style-type: none">• Transport Use			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">• None		<ul style="list-style-type: none">• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
Site and Development Specific as determined by the Municipality			

41. Authority Zone

Land Use Category	Authority		
Zoning	Authority Zone		
Purpose of Zone			
<ul style="list-style-type: none">• The use of land for the provision and protection of any infrastructure serving the public, whether in public or private ownership.• land used by government, parastatal or private bodies appointed to perform a public function for any of the uses in the definition of "authority use".• The provision of engineering services such as electrical substations and water reservoirs, which may be supplied by a municipal, government or private agency.			
Primary Use			
<ul style="list-style-type: none">• Authority Use• External Engineering Services			
Additional Uses	Consent Uses		
<ul style="list-style-type: none">• None	<ul style="list-style-type: none">• Subject to Municipal decision• Freestanding Base Telecommunication Station• Rooftop Base Telecommunication Station		
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
Site and Development Specific as determined by the Municipality			

42. Undetermined Use Zone

Land Use Category	Undetermined		
Zoning	Undetermined Use Zone		
Purpose of Zone			
<ul style="list-style-type: none">A zone catering for a Land Unit where the development rights are unknown, which requires the owner of the Land Unit to lodge an application to rezone in order to develop or make additions to existing buildings.			
Primary Use			
<ul style="list-style-type: none">None			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">None		<ul style="list-style-type: none">None	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
None			

43. Special Purpose Zone

Land Use Category		Special Purposes	
Zoning		Special Purpose Zone	
Purpose of Zone			
<ul style="list-style-type: none">• To cater for mixed use developments or a development with uses defined or specified in the Scheme which may not be catered for under a particular zone.• Enables a development with uses customised for a particular Land Unit.			
Primary Use			
<ul style="list-style-type: none">• Uses as specified in terms of this scheme			
Additional Uses		Consent Uses	
<ul style="list-style-type: none">• Additional Uses as specified in terms of this Scheme		<ul style="list-style-type: none">• None	
Development Parameters			
Building Lines		Height	Coverage
Street	Lateral & Rear		
Site and Development Specific as determined by the Municipality			
General Provisions			
<p>(1) All conditions imposed in the Special Purpose Zone, shall have the same force and effect, and shall be regarded as part of the Scheme.</p> <p>(2) Development Parameters are to be aligned with those specified in the Scheme.</p>			

CHAPTER 3: GENERAL PROVISIONS

This part contains general provisions and parameters which apply to all zones or to specific zones as may be provided for.

44. Additional Dwelling Units

- (1) The following shall apply in relation to Additional Dwelling Units:
- (a) only one Additional Dwelling Unit may be permitted on land zoned for Single Residential Zone 1 purposes;
 - (b) in any zone in which a Second Dwelling Unit or Additional Dwelling Unit is permitted, no sectional title scheme may be registered on a Land Unit smaller than 1000 m²;
 - (c) not more than two Dwelling Units or a Residential Building may be registered as a sectional title scheme on land zoned for Single Residential Zone 1 purposes;
 - (d) no departure will be considered for purposes of the erection of an Additional Dwelling Unit on land zoned for Single Residential Zone 1 purposes;
 - (e) in the case of land zoned for Agriculture Zone and Single Residential Zone 2 purposes, Additional Dwelling Units may be permitted to a density of one unit per 10 ha, subject to a maximum of 5 Additional Dwelling Units;
 - (f) in the case of land zoned for Agriculture Zone and Single Residential Zone 2 purposes, at least one Additional Dwelling Unit may be permitted notwithstanding the size of the Land Unit; and
 - (g) an Additional Dwelling Unit may be attached or separated from the Main Dwelling Unit and the Second Dwelling Unit.

45. Agriculture Employee Accommodation

- (1) The following shall apply in relation to Agriculture Employee Accommodation:
- (a) one employee Dwelling Unit or Residential Building not exceeding 50m² in size shall be permitted on a Land Unit as a primary right on land zoned Agriculture Zone 1, Agriculture Zone 2, and Single Residential Zone 2;
 - (b) the Municipality may on application approve additional Agriculture Employee Accommodation if it is satisfied that such additional employee Dwelling Units (which must comply with the requirements in subparagraph (1)(a) above) are for the accommodation of *bona fide* agriculture employees engaged in agricultural activities on that Land Unit; and
 - (c) The Municipality may require the owner to provide a list of the employees occupying the employee Dwelling Units, as and when required.

46. Agri-village

- (1) In the case of land zoned for Agriculture Zone and Single Residential Zone 2 purposes, an Agri-village may be permitted at a density as defined by the applicable local spatial development framework ("LSDF") or at a density of 1 unit per 5 ha, if an LSDF is not approved for the area.
- (2) The primary Dwelling Unit and any Second Dwelling unit and Additional Dwelling Units will be taken into account in determining the total density.
- (3) Agri-village is exempted from the provisions of open space requirements.

47. Animals kept for Commercial Purposes

- (1) Animals may be kept for commercial purposes, only on a Land Unit zoned Agricultural Zone and Single Residential 2.
- (2) The Municipality's consent shall be required if animals are kept on a Land Unit within an urban area and not zoned Agricultural Zone and Single Residential 2.

48. Building Lines

- (1) The following additional parameters apply in respect of Building Lines:
 - (a) Carports are permitted up to the street boundary and garages are permitted up to 1 metre from the street boundary;
 - (b) garages and Carports are permitted up to the side and rear boundary provided that the wall on the side and rear boundary is no higher than one storey; the height of the entire garage does not exceed one storey and no stormwater may be discharged directly from the building roof onto the neighbouring property;
 - (c) projecting eaves may extend beyond the common Building Line or street Building Line by at most 1 metre but may not extend beyond the Land Unit boundary unless authorised by a servitude registered over the Land Unit encroached upon;
 - (d) where a Land Unit measures 200 m² or less, the Building Line on one of the common boundaries shall be on that boundary, provided that no stormwater run-off shall be permitted directly from a building on that Land Unit onto the neighbouring land;
 - (e) a balcony projecting from the face of the building, or positioned on the roof of a building below, shall comply with all Building Lines applicable to the Land Unit, but may in any event not be nearer than 1 metre to the side and rear boundary, whichever is the most restrictive;
 - (f) notwithstanding the Building Lines prescribed in the Scheme, the Municipality may require Building Lines along the common boundary between any Land Units sufficient to protect any municipal services infrastructure installed along such boundary; or alternatively the registration of servitudes in its favour providing for such installation;
 - (g) where a Land Unit abuts any road other than a municipal road, an application for the relaxation must be circulated for comments by the relevant roads authority;
 - (h) where a Land Unit abuts a road proclaimed under the South African National Roads Agency Limited and National Roads Act 7 of 1998, Building Line setbacks imposed by the said Act must be observed; and
 - (i) notwithstanding the Building Lines prescribed in the Scheme, other legislation that may require greater setbacks from street, side and rear boundaries, in which case such legislative requirements will prevail over the Scheme.
- (2) If the applicant for relaxation of Building Lines on a Land Unit is unable to obtain the neighbour's written permission for any reason whatsoever for a proposed building or structure an application may be considered by the Municipality upon confirmation of compliance with Section 71 (7) (b) of the Bylaw.
- (3) The Municipality may consent to the erection of a building or structure nearer to the boundary than the Building Lines prescribed in the Scheme :
 - (a) on account of the levels of the Land Unit in question or of adjoining land;
 - (b) subject to the proximity of approved buildings or structures located over the Building Line; or
 - (c) where due to site specific circumstances, compliance therewith would materially hamper the development of the site.
- (4) Notwithstanding the Building Line requirements prescribed in the Scheme, the following buildings or structures may be erected within such lines, provided that they do not extend beyond the boundaries of a Land Unit:

- (a) boundary walls, screen walls, fences and gates which do not exceed 2.1 metres in height above the natural ground level, save where any such wall will result in infilling higher than 0.5 metres above natural ground level;
- (b) open and uncovered stoeps which are less than 0.5 metres in height from the natural ground level;
- (c) entrance steps, landings and entrance porches;
- (d) a covered entrance or gatehouse which has a roofed area not exceeding 5 m² and a roof height not exceeding 3 metres from the floor to the highest point;
- (e) eaves and awnings projecting no more than 1 metre from the wall of a building;
- (f) cornices, chimney breasts, flower boxes, water pipes, drainpipes and minor decorative features not projecting more than 0.5 metres from the wall of a building;
- (g) swimming pools not nearer than 1 metre from any boundary;
- (h) a Basement, provided that no part of such a Basement projects above natural ground level;
- (i) a refuse room required by the Municipality in terms of the Scheme; and
- (j) movable water storage tanks, a greenhouse, a pergola, a tennis court, a garden structure or an electricity substations.

49. Child Care Facility

- (1) The following conditions shall apply where a Land Unit under a Residential Zone is used for a Child Care Facility:
 - (a) 6 children are permitted as a primary right but not more than 30 children shall be enrolled at a Child Care Facility at any time;
 - (b) No Child Care Facility shall be permitted within a radius of 400m from an existing Child Care Facility on a Single Residential Zone;
 - (c) The operating hours shall be as prescribed by the Municipality;
 - (d) Indoor and outdoor play space shall be provided in accordance with any health requirements or a policy plan as may be approved by the Municipality from time to time, and outdoor play space shall be fenced off from any public road;
 - (e) A drop-off zone must be provided on site with separate ingress and egress enabling free flow of traffic; and
 - (f) A Child Care Facility within a Group Housing scheme may be permitted as an ancillary use.

50. Chimneys

- (1) Chimneys may not extend higher than 1 metre above the highest point of the roof of a Dwelling Unit.

51. Consolidation of Land

- (1) When two or more individual Land Units are consolidated, the zoning, Building Lines, Coverage and other provisions applicable to each such Land Unit, shall remain in force within the area of the consolidated Land Unit previously occupied by it.
- (2) The Municipality may refuse an application for consolidation, or impose additional conditions of development where such consolidation will:
 - (a) materially alter the character of the area adversely, as a consequence of the increase in the size of the consolidated Land Unit; or
 - (b) lead to an increased floor area, larger massing of the building structure, increased height, or a reduction of space between built elements.
- (3) The additional conditions of development referred to in sub-paragraph (2) above may :

- (a) relate to the massing, spacing and position of buildings on the consolidated Land Unit;
 - (b) be more restrictive than the conditions of development which would normally apply to the consolidated Land Unit in terms of the Scheme;
- (4) The provisions of sub-paragraphs (2) and (3) above do not apply to consolidations which are exempt from a formal application as contemplated in the By-law.

52. Determination of Natural Ground Level

- (1) The Municipality may require the submission of a registered land surveyor's certificate by an applicant before any construction activities may commence, to enable the determination of the natural ground level.
- (2) Where the level of the land has been altered with the approval of the Municipality, the Municipality may in any approval, determine the altered ground level to be the natural ground level.
- (3) Where it is not possible to determine the natural ground level due to irregularities or disturbances in the land, the Municipality may:
 - (a) determine the natural ground level from measurements supplied on a building plan;
 - (b) deem a level to be the natural ground level based on measurements interpolated from a contour plan, local height benchmark or other information held by the Municipality; or
 - (c) require the owner or applicant to commission a registered land surveyor at the cost of the owner or applicant to measure levels of the ground or interpolate levels, in order to provide the Municipality with sufficient information to determine the natural ground level for the purpose of administering the Scheme.

53. Earth Banks & Retaining Structures

- (1) Unless the prior approval of the Municipality has been obtained:
 - (a) no earth bank, retaining structure, column, suspended floor, other device or series of such devices which enables the ground floor of a building to be raised more than 0.5 metres above natural ground level may be constructed, provided that where the raising takes place, the height must still be measured from the natural ground level, excluding infill for a driveway; and
 - (b) no earth banks and/or retaining structures may be constructed other than in accordance with engineering specifications and building plans approved by the Municipality.

54. Equipment on Top of Building

- (1) No elevator motor rooms, satellite dishes, ventilation shafts, water tanks, air conditioning plants or other equipment on top of a flat roofed building may exceed a height of 2 metres above the wall plate, provided that it does not exceed the maximum allowable height of the building.
- (2) Any external geysers and associated equipment or solar panels or similar infrastructure affixed to the roof of a building may not at any point be more than 2 metres above the roof surface.

55. Exemption from Zoning Rights

- (1) When an exemption is granted in terms of Section 48 of the By-law, the intended use rights shall be deemed to have been granted in terms of the Scheme.
- (2) Use rights to give effect to a court order do not require the approval of the Municipality in terms of the Scheme.
- (3) The provision or installation of engineering services on or to a Land Unit to enable the use thereof in terms of its zoning does not require the approval of the Municipality of a use right for that purpose in terms of the Scheme.

56. Flood Lines & Coastal Setback Lines

- (1) The Municipality may prohibit the erection of buildings or structures or may impose such conditions as it deems appropriate with regard to the use of land and the erection of buildings or structures within the 50 - 100 year flood line.
 - (a) For purposes of this paragraph, the 50 -100-year flood line is the line as determined by the Municipality, along each bank of a watercourse or around a low-lying landlocked area which indicates the maximum floodwater level which is likely to be reached on an average of once in every 50 - 100 years based on the existing and foreseeable future development of the catchment area.
- (2) The Municipality may prohibit the erection of buildings or structures or may impose such conditions as it deems appropriate to any such erection, within coastal setback lines proclaimed in terms of the Integrated Coastal Management Act 24 of 2008.

57. Freestanding Base Telecommunication Stations

- (1) A Freestanding Base Telecommunication Station is a consent or additional use and may only be conducted and constructed if granted by the Municipality, in terms of the Scheme.
- (2) Any base station attached to the Antennae shall be accommodated within the envelope of the building itself or inside its roof structure.
- (3) The mast of a Freestanding Base Telecommunication Station may not exceed the height permitted by the Civil Aviation Authority above existing natural ground level.
- (4) The height of any structures and buildings associated with a Freestanding Base Telecommunication Station, excluding the masts, may not exceed 1 storey unless otherwise approved by the Municipality when granting its consent.

58. Guest Houses

- (1) When granting its consent to the use of a Land Unit for Guest House purposes, the Municipality may impose a condition which restricts the number of bedrooms which may be used for accommodation, provided that the number of bedrooms shall not exceed 16 and parking shall be provided in accordance with the requirements of the Scheme.
- (2) If sufficient parking cannot be provided for the number of proposed rooms, the Municipality must limit the number of bedrooms which may be used for accommodation, commensurate with the parking which is able to be provided on the Land Unit.
- (3) The site development plan submitted with the application for the Consent Use, as approved by the Municipality shall form part of the Development Parameters for the consent use and any expansion to or alteration in the land use will require a further consent use application.
- (4) A Guest House on Single Residential Zone may include a Function Venue and Wellness Centre for *bona fide* guests who reside at the Guest House.
- (5) Meals and beverages may only be served to *bona fide* guests who reside at the Guest House.
- (6) The Municipality may impose any conditions it considers necessary to mitigate the potential impact of a Guest House on adjoining properties and the area.

59. Hazardous Substances & Noxious Uses

- (1) Any use or ancillary activity which involves the storage or keeping of Hazardous Substances and which may result in an installation being declared a hazardous installation in terms of occupational health and safety law or which constitutes a Noxious Use is prohibited, unless the owner has submitted a risk management and prevention plan and the Municipality has approved the plan.

- (2) The Municipality's approval in terms of sub-paragraph (1) above does not exempt the owner from applying for permission in terms of other applicable legislation.

60. Home Enterprise

- (1) The following conditions shall apply where a portion of a Land Unit is used for purposes of a Home Enterprise:
- (a) the Home Enterprise must be secondary to the use of the building or structure used for dwelling purposes and must not change the residential character of the Dwelling Unit or Residential Building or Land Unit in any manner when seen from the outside of Land Unit;
 - (b) no activities shall be carried out which constitute or are likely to constitute a source of public nuisance, or which generate waste material which may be harmful to the area or which requires special waste removal processes;
 - (c) the Home Enterprise does not include the employment of more than three persons on the Land Unit;
 - (d) the Home Enterprise does not involve the public display of goods, whether in a window or otherwise;
 - (e) the total area used for a Home Enterprise activity on a Land Unit, including storage, shall not be more than 30% of the total Floor Space of the Dwelling Unit/s and Residential Buildings on the Land Unit and shall not be more than 36m²;
 - (f) the storage of all goods and equipment connected with the Home Enterprise shall be inside a building or screened from neighbours and the public road;
 - (g) not more than two vehicles may be used in connection with Home Enterprise, and no one vehicle shall exceed 3 500 kg gross weight;
 - (h) does not involve the regular parking or storing on the premises of any vehicle used for the transportation of goods and/or materials or of passengers for hire or reward, other than a vehicle required for the personal use of the resident in connection with the conduct of a Home Enterprise;
 - (i) all parking associated with the Home Enterprise and its employees shall be provided on the Land Unit in accordance with the requirements of the Municipality;
 - (j) does not absolve the owner from complying with any other statutory or regulatory requirements;
 - (k) the hours of operation of the Home Enterprise shall not extend beyond 08:00 to 17:30 on Mondays to Fridays, from 08:00 to 13:00 on Saturdays, Sundays and public holidays unless otherwise specified by the Municipality; and
 - (l) The Municipality may, at any stage, at its discretion, suspend or terminate the conduct of the Home Enterprise or impose conditions in addition to those imposed in terms of the Scheme or contained therein in order to curtail any actual or potential nuisance to surrounding neighbours or the general public.

61. House Tavern

- (1) At least the following requirements will apply with regard to an application for the Municipality's consent to the conduct of a House Tavern:
- (a) the dominant use of the Land Unit must remain residential and the residence must be occupied by the owner or tenant of the Land Unit concerned;
 - (b) uses such as serving of meals, gaming machines, pool tables may be approved as ancillary to the consent use;
 - (c) the extent and position of the House Tavern must be clearly identified on a plan to be submitted with the application and must be approved by the Municipality, and the Municipality may restrict the Floor Space or specific location of the House Tavern on the Land Unit;
 - (d) No House Tavern may be located within a radius of 800m of another House Tavern establishment; and

- (e) The total Floor Space used for tavern purposes on residential premises shall not exceed the percentage of the total Floor Space of the Dwelling Unit or structure stipulated as follows:
 - (i) erven 500m² and less: 50%
 - (ii) erven between 501 m² to 1000m²: 35%
 - (iii) erven 1001m² or greater: 20%

62. Linear Infrastructure

- (1) The use right applicable to any Land Unit, irrespective of its zoning, includes as a primary right, the traversal thereof by telecommunication and electrical transmission lines and/or pipelines or canals for the transportation of liquids and gases, as may be reasonably required by the Municipality or an organ of state in accordance with and subject to expropriation laws, other applicable laws and the registration of the necessary servitudes.

63. Mobile Homes & Caravans

- (1) A recreation vehicle, including a mobile home or caravan, may not be used for permanent habitation without the approval of the Municipality, unless the applicable zoning allows for such occupation.
- (2) The following additional Development Parameters shall apply to an application for the placement of a mobile home to be placed on a Land Unit zoned for residential purposes:
 - (a) the mobile home or caravan must be sited on a foundation slab and properly anchored;
 - (b) solid perimeter skirting, of material and colour complementary to the mobile home or caravan, must be provided from the bottom of the mobile home to the ground surface; and
 - (c) any structural additions must be of materials which, in the opinion of the Municipality, are compatible with the mobile home or caravan.

64. Overlay Zones

64.1 Procedures for Establishing Overlay Zones

- (1) The Municipality may adopt, amend or withdraw an Overlay Zone for a particular area, Land Unit or the municipal area as a whole.
- (2) Where a new type of Overlay Zone is envisaged, the provisions for such Overlay Zone shall be adopted by the Municipality in accordance with the procedures for establishing such Overlay Zones.
- (3) Where the type of Overlay Zone is provided for in the Scheme, one of the following two processes may be followed to incorporate new areas or properties into the Overlay Zone, depending on the provisions of the specific Overlay Zone:
 - (a) the Municipality may demarcate new Overlay Zone areas or amend the map of existing areas by amending the Scheme in accordance with the provisions of the Act or the By-law; or
 - (b) a Land Unit may be rezoned to include it into a specific Overlay Zone, following the procedures for rezoning as set out in the By-law.

64.2 Requirements for Overlay Zones

- (1) When adopting, amending or withdrawing an Overlay Zone for an area, Land Unit, or the municipal area as a whole, the following shall be considered, where applicable:
 - (a) the development principles contained in the Act;
 - (b) the vision, principles, policies and provisions set out in the Municipality's Spatial Development Framework; and

- (c) any policy plan which has been approved by the Municipality after following due process of public consultation.

64.3 Identification, Numbering & Mapping of Overlay Zones

- (1) The Municipality shall allocate a distinctive name and number for each Overlay Zone when adopting such Overlay Zone.
- (2) The Municipality shall indicate the Land Unit(s) or area to which the provisions of an Overlay Zone apply on the Zoning Map and the name and number of the applicable zone shall be clearly indicated on the Zoning Map.

64.4 Status of Overlay Zones

- (1) An Overlay Zone does not change the underlying zoning of the Land Units to which it relates but may vary the Development Parameters relating to these Land Units.
- (2) The Development Parameters stipulated in an Overlay Zone may be more restrictive or more permissive than the Development Parameters applicable to the Use Zone of the Land Units concerned in terms of the Scheme.
- (3) The Development Parameters of a Use Zone in terms of the Scheme remain applicable to Land Units to which an Overlay Zone relates unless replaced by an alternative development parameter in the Overlay Zone in question.
- (4) The provisions of an Overlay Zone do not in any way override any legislative or regulatory provision, including the By-law.
- (5) The procedure for change of use, form or function of land, as contemplated in Section 41 of SPLUMA and Chapter 5 of the By-law, shall apply with regard to the adoption, amendment, revision or replacement of an Overlay Zone.

65. Parking & Loading

The following parking requirements shall apply, unless otherwise stated in the Scheme or determined by the Municipality.

65.1 General Provision

- (1) The required parking, in all cases, must be fully functional prior to implementation of the specific use or uses.
- (2) Parking provided in terms of the Scheme shall only be used for vehicles in working order on a short-term basis and as approved by the Municipality as part of the site development plan.

65.2 Off-street Parking Requirements

- (1) The parking requirements as stipulated in sub-paragraph 65.6, Table: Minimum Off-street Parking Requirements shall apply to the specified land uses or related uses.
- (2) For developments that provide for more than one use or ancillary uses, parking shall be provided per use requirement as stipulated in sub-paragraph 65.6, Table: Minimum Off-street Parking.
- (3) For uses not listed in sub-paragraph 65.6, the Municipality may determine off-street parking requirements.
- (4) Parking shall be provided on the Land Unit to which the land use applies; or on such alternative land as may be approved by the Municipality.

65.3 Loading Bays

- (1) Where a building is developed on a Land Unit for use as a Convenience Shop, Workshop, Builders' Yard, Night Club, Hospital, Hotel, University, College, Research Institute, Liquor Outlet, Filling Station, Motor Service Centre, Nursery, Restaurant, Scrap Yard, Industry, Noxious Use, Warehouse or Business Premises, at least one Loading Bay for purposes of loading, unloading and fuelling of vehicles used in the transport of goods to and from the building shall be provided on the same Land Unit to the satisfaction of the Municipality.
- (2) No Loading Bay shall be less than 24m² in area nor shall its length be less than 6m nor its width be less than 3m.
- (3) The siting, design, access to and egress from the Loading Bay/s shall be to the satisfaction of the Municipality and all such bays shall be demarcated as such.
- (4) Neither the owner nor any occupant of a building shall permit any vehicle transporting goods to and from the building to be loaded, unloaded or fuelled in the street except in designated Loading Bays.
- (5) The provisions of this regulation may be relaxed or waived by the Municipality where its application is not considered to be practicable by reason of the nature or situation of the Land Unit.

65.4 Alternative Parking Requirements

- (1) As an alternative to compliance with the off-street parking requirements or part thereof, an owner may in special cases, with the approval of the Municipality:
 - (a) acquire another Land Unit in the vicinity of the Land Unit to be developed for the provision of the parking requirements of the development, but subject to the requirements that the Land Units are notarially tied to prevent the one being alienated independently of the other and that the Land Unit acquired for parking purposes is appropriately zoned, at the owner's cost.
- (2) In the event of the owner being unable to provide the off-street parking required in terms of the Scheme on account of topographic or other physical constraints, the owner shall pay to the Municipality a financial contribution in lieu thereof, the amount of which is to be calculated on the following basis:

$$30 P (V + C)$$

Where:

"P" represents the number of parking bays which the owner is required to provide but which he is unable to provide;

"V" represents the estimated market value at the time the contribution is to be paid of the land on which the parking should have been provided expressed in Rands per square metre;

"C" represents the cost per m² of constructing a single parking bay as determined by the Municipality at its sole discretion from time to time.

65.5 Exclusions

- (1) The Municipality may, at its own discretion and where special merit exists, exclude or partially exclude certain areas from the on-site parking requirements as stipulated in the Scheme, by means of an application for a Departure as contemplated in Section 57 of the By-law or the adoption of an Overlay Zone.
- (2) Such exclusions must be supported by the necessary planning policy and transport assessment and the implementation of alternative arrangements.
- (3) Ancillary uses developed pursuant of consent uses granted under Single Residential Zone 1 are exempted from sub-paragraph 65.6.

65.6 Minimum Off-street Parking Requirements

Minimum Off-street Parking Requirements	
Additional Dwelling Unit	1 bay / Additional Dwelling Unit
Agriculture Industry	1 bay/ 200m ² of the total Floor Space
Amusement Park, Recreation Facilities, Animal Park, Shooting Range	0.25 bay/100m ² seating/activity/aisle area
Art Gallery	0.25 bay/100m ² exhibition area
Authority Uses	Subject to the Municipality's discretion
Backpackers	0.5 bay / bedroom
Boarding House	0.5 bay / bedroom
Builders Yard	1 bay / 100m ² of the total space of Builders' Yard
Business Premises	6bays / 100m ² of the Floor Space
Car Wash	2 bays/100m ² of the car wash space
Cemetery	Subject to the Municipality's discretion
Charity Service, Social/ Welfare, Children's Homes	0.5 bay / bedroom
Child Care Facility, Pre School, Primary School, Secondary School	1 bay / classroom area, Office
Cinemas, Theatre	40 bays/100m ² seating/activity/aisle space
Lecture Rooms (University/College/Research Institute)	2 bays lecture room
Convenience Shop	4 bays / 100m ² of the Floor Space
Crematorium	4 bays / 100m ² of the Floor Space
Dwelling Unit (Single Residential Category)	1 bay / Dwelling Unit
Filling Station	4 bays / Fuel Bay
Flat/Group Housing/Agri-Village (1 bedroom/Bachelor/Studio Dwelling Unit)	1 bay / Dwelling Unit + 0.25 bays / Dwelling Unit for visitors
Flat/Group Housing/Agri-Village (2 – 3 Bedroom Dwelling Unit)	1.25 bays / Dwelling Unit + 0.25 bays / Dwelling Unit for visitors
Flat/Group Housing/Agri-Village (more than 3 bedrooms Dwelling Unit)	1.5 bays / Dwelling Unit + 0.5 bays / Dwelling Unit for visitors
Freestanding Base Telecommunication Station, Renewable Energy Facility	1 bay/Telecommunication Station/Facility (for a maintenance vehicle)
Function Venue	40 bays/100m ² seating/activity/aisle area
Funeral Parlours	4 bays / 100m ² of the Floor Space
Gambling Facility	6 bays / 100m ² of the Floor Space
Guest House	1 bay / guest room + 1 bay for the manager
Gymnasium	6 bays / 100m ² of the Floor Space
Halls, Night Club, Dance Hall, Place of Assembly	40 bays/100m ² seating/activity/aisle area
Harbours	Subject to the Municipality's decision
Wellness Centre	4 bays / 100m ² of the Floor Space
Home Enterprise	1 bay / Land Unit
Hospital, Clinics, Animal Care Centre	6 bays/ 100m ² consulting room + 1 bay / bed
Hostel	0.5 bay /bedroom
Hotel	1.25 bay / guest room
House Tavern	6 bays / 100m ² of the Floor Space
Industry, Mining Industry, Noxious Uses	1 bay / 100m ² of the Floor Space
Libraries, Museums	1 bay / 100m ² of the Floor Space
Liquor Outlet	6 bays / 100m ² of the Floor Space
Motor Service Centre	4 bays / 100m ² of the Floor Space
Nursery	1 bay / 100m ² of the nurse space

Minimum Off-street Parking Requirements	
Office/ Medical Use	4 bays / 100m ² of the Floor Space
Old Age Home	0.5 bay / Dwelling Unit
Place of Worship	20 bays/100m ² Floor Space
Residential Building	0.5 bay / bedroom
Resort	1 bay / Dwelling Unit or 1 bay/ bedroom
Restaurant	6 bays / 100m ² of the Floor Space
Scrap Yard	4 bays / 100m ² of the Floor Space
Sport Facility	40 bays/100m ² seating/activity/aisle area
Social Housing	0.5 bay / Dwelling Unit + 0.25 bay / Dwelling Unit for visitors
Storage	1 bay / 100m ² of the Floor Space
Theatres, Dance Hall, Night Club	0.25 bay / seating/activity/aisle area
Train Stations	Subject to the Municipality's decision
Transport Facility, Transport Use	Subject to the Municipality's decision
Warehouse	1 bay / 100m ² of the Floor Space
Workshop	4 bays / 100m ² of the Floor Space
Uses Excluded from parking Requirements	
Public Garage, Agriculture, Depot, Aqua Culture, Cultural Practice, Urban Agriculture, Informal Trading,	

66. Provision of Open Space

- (1) The following provisions apply to all zones, except for the Agriculture and Single Residential Zones:
- When a Land Unit is developed for residential purposes where more than one Dwelling Unit is permitted, the owner shall provide 24 m² of Private Open Space per Dwelling Unit;
 - When a Land Unit is developed for residential purposes where a Residential Building is permitted, the owner shall provide 6 m² of Private Open Space in respect of every Habitable Room;
 - The Private Open Space must be functional and easily accessible to all the residents residing in the housing development;
 - Areas enclosed for exclusive use by the occupiers of a subdivided unit, private roads, pedestrian lanes and parking areas do not form part of the open space provision;
 - Only in exceptional circumstances will open space on the roof top of a Residential Building be approved by the Municipality as forming part of the open space required;
 - Where a development consists of individual cadastral Land Units the space along the verges of internal roads will not be approved by the Municipality as forming part of the open space required;
 - Fragmented portions of open space, around and in between buildings, may be considered by the Municipality as forming part of the open space required, at its sole discretion but only if a detailed landscaping plan has been submitted by the applicant; and
 - Private Open Spaces required for conservation purposes in terms of environmental legislation may be considered as forming part of the open space required, at the discretion of the Municipality, and only if a detailed landscaping plan has been submitted by the applicant.

66.1 Provision of More Open Space

- (1) Should the Municipality require the provision of Private or Public Open Space in relation to the development of a Land Unit, in excess of the amount required to be provided in terms of the Scheme, it shall compensate the owner for such excess in an amount calculated mutatis mutandis in terms of the open space formula in paragraph 66.2.

66.2 Provision of Less Open Space

- (1) When, in the opinion of the Municipality, a lesser amount of open space is to be provided than that required in terms of the Scheme, the owner shall pay a levy to the Municipality for the difference between the amount of open space actually provided and that required to be provided.
- (2) The amount to be paid by the Municipality in terms of paragraph 66.1 or the levy to be paid by the owner in terms of sub-paragraph (1) above, shall be in the amount and payable in the manner calculated as set out below:
- (a) in the case of a Single Residential Land Unit, the amount calculated in accordance with the following formula shall be payable on transfer of each subdivided portion:

$$\frac{Y(X-2) - Z}{(X-2)} \times \frac{R}{A}$$

where X = total number of subdivided portions.

Y = Area of open space per Single Residential portion of the subdivided Erf in m² required in terms of paragraph 71.8.

Z = Total area of open space actually provided in m².

A = Area of the subdivided portion in m².

R = Sale price of the subdivided portion.

Provided that if there is no sale price or if, in the opinion of the Municipality, the sale price is less than the market value, R shall be the market value of the subdivided portion;

or

- (b) In the case of a Land Unit being developed for residential purposes where more than one Dwelling Unit is permitted, the levy shall be calculated in accordance with the following formula:

$$\frac{R}{[24(x-1)-Y] \times A}$$

where X = Number of Dwelling Units which may be erected on the Land Unit.

Y = Amount of open space actually provided in m².

A = Area of the Land Unit in m².

R = Municipal value of the Land Unit.

or

- (c) In the case of Land Unit being developed for residential purposes where a Residential Building is permitted the levy shall be calculated in accordance with the following formula:

$$\frac{R}{[6X-Y] \times A}$$

where X = Number of Habitable Rooms of the Land Unit.

Y = Amount of open space actually provided in m².

A = Area of the Land Unit in m².

R = Municipal value of the Land Unit.

67. Provisions Applicable to all Land Development

- (1) The following provisions shall apply to the development of land in the Municipal area:
- (a) the positioning of buildings, including Outbuildings erected on land, as well as the means of access to and egress from the land, shall be to the satisfaction of the Municipality;
 - (b) the loading or off-loading of goods shall take place within the boundaries of the land to the satisfaction of the Municipality unless the Municipality has stipulated for loading facilities in the street reserve;
 - (c) a screen or boundary wall shall be erected if required by the Municipality, to the specifications and in accordance with the requirements as determined by it;
 - (d) if the land is fenced or enclosed in some other way, the extent, material, design, height, position and maintenance of such enclosure may be determined by the Municipality;
 - (e) the owner shall be responsible for the maintenance of the land, provided that, if the Municipality is of the opinion that the property is not maintained in a satisfactory manner, the Municipality shall be entitled to undertake such maintenance at the expense of the registered owner which expense shall be paid to the Municipality on demand;
 - (f) the owner of a Land Unit under Agricultural 1 Zone and Single Residential Zones may let it for the occupation of not more than 4 persons without the consent of the Municipality, including each Dwelling Unit in a Flat;
 - (g) the Municipality may grant its consent to the owner of a Land Unit for the letting thereof for the occupation of not more than twelve (12) persons; and
 - (h) the fact that land may be used, in terms of the Scheme, for a specific purpose or that an approval has been granted under the Scheme, does not exempt anyone from obtaining such other authorisations, permits, licences or approvals as may be required in terms of other legislation or from compliance with any of the Municipality's regulations or by-laws.
- (2) Notwithstanding the provisions of the Scheme, the Municipality may grant its consent to any of the following uses in any Use Zone and no such use may be commenced without such consent having been granted:
- (a) Aquaculture;
 - (b) Cemetery;
 - (c) Animal Park;
 - (d) Special Use;
 - (e) Authority Use;
 - (f) Urban Agriculture; and
 - (g) Informal trading.

68. Rooftop Base Telecommunication Stations & Antenna Systems

- (1) A Rooftop Base Telecommunication Station and antenna system is a consent or additional use and may only be conducted and constructed if granted by the Municipality, in terms of the Scheme.
- (2) A Rooftop Base Telecommunication Station may not extend more than 3 metres in height above the building.
- (3) No Rooftop Base Telecommunication Station granted in terms of this Scheme may be modified without prior written approval from the Municipality.
- (4) The following provisions apply regarding all decommissioned telecommunication stations:
 - (a) the owner or operator must remove all decommissioned infrastructure;
 - (b) if the site has been disturbed, the owner or operator must rehabilitate the site to its original state or to a state acceptable to the Municipality; and
 - (c) if the owner or operator fails to comply with sub-paragraphs (a) or (b), the Municipality may remove that infrastructure, and rehabilitate the site at the expense of the owner or operator.

69. Screening

- (1) The Municipality may require a Land Unit, or portion thereof, to be screened from view in accordance with the following provisions:
 - (a) any part of a Land Unit which is used for the storage or loading of goods must be enclosed within a suitable wall or landscape screening or both; and
 - (b) any Engineering Services or equipment which is required for a building must be appropriately screened from view from a public road, and the screening must be integrated with the building in respect of materials, colour, shape and size.

70. Site Development Plans

- (1) A person intending to use a Land Unit in any use zone (except a Land Unit in a Single Residential Zone unless the Municipality in its sole discretion so requires) for a proposed development shall submit, for approval by the Municipality, a site development plan as contemplated in Section 58 of the By-law, and which shall:
 - (a) reflect the area of the Land Unit;
 - (b) depict the existing and proposed cadastral boundaries;
 - (c) be at a scale of not less than 1 in 200 or, if the development proposed is so extensive as to require a smaller scale, to a scale of 1 in 5000;
 - (d) depict the siting of all buildings, use and parking areas;
 - (e) reflect the height, Coverage and the total Floor Space of all buildings;
 - (f) depict the contours of the site at a vertical interval of 1,0 m; or where the gradient is flatter than 1 in 50, a vertical interval of 0,5 m;
 - (g) reflect the alignment and general specification of vehicle access, roads, parking areas, loading areas, pedestrian flow and footpaths;
 - (h) indicate the position of all engineering services and refuse, if applicable, any servitudes to be registered;
 - (i) indicate the phasing of the development;
 - (j) if the site is to be subdivided, depict the proposed subdivision lines;
 - (k) reflect the extent and position of any Open Space to be provided;
 - (l) describe existing bio-physical characteristics of the property, in compliance with environmental legislation where required;
 - (m) depict the layout of the property, indicating the use of different portions of the property;

- (n) include sketch plans and elevations of proposed structures, including information about their external appearance;
 - (o) include cross-sections of the site and buildings on site, where required;
 - (p) reflect typical details of fencing or walls around the perimeter of the Land Unit and within the property;
 - (q) describe the general landscaping proposals, including vegetation to be preserved, removed or to be planted, external paving, and measures for stabilising outdoor areas where applicable;
 - (r) depict the proposed development in relation to existing and finished ground levels, including excavation, cut and fill;
 - (s) demonstrate the relationship of the proposed development to adjacent sites, especially with respect to access, overshadowing and scale; and
 - (t) include any other details as may reasonably be required by the Municipality.
- (2) The Municipality may require that the area covered by a site development plan must extend beyond the Land Unit proposed for development if, in its opinion, the proposed development will have a wider impact.
- (3) An applicant must submit a site development plan to the Municipality if it is required in terms of the Scheme and obtain its approval thereof before any development on the relevant Land Unit may commence.
- (4) The Municipality may require amendments of detail to the site development plan to address reasonable concerns relating to access, parking, architectural form, urban form, landscaping, environmental management, engineering services or similar concerns.
- (5) The following provisions apply regarding site development plans:
- (a) the Land Unit must be developed in accordance with an approved site development plan;
 - (b) if the Municipality considers it necessary, a transport or traffic impact statement or assessment may be required in conjunction with a site development plan, the extent of which must be determined by the Municipality, depending on the size of the development;
 - (c) if the Municipality considers it necessary, a storm water impact assessment or stormwater management plan or both may be required in conjunction with a site development plan, the extent of which must be determined by the Municipality, depending on the size of the development;
 - (d) if the Municipality considers it necessary, a visual impact assessment, which may include a landscape character analysis, may be required in conjunction with a site development plan, the extent of which must be determined by the Municipality, depending on the size of the development; and
 - (e) an approved site development plan must be considered as imposing Development Parameters in addition to those applicable to the use zone in question, and any application for amendment must comply with the Municipality's requirements for the amendments.
- (6) A submission of a site development plan is not required for the following:
- (a) An existing structure where a change of use has been approved, is a primary use or internal alterations do not involve additions in Floor Space; or
 - (b) An existing structure where additions in Floor Space do not require more than one parking bay.

71. Sub-division of Land

- (1) The Municipality shall not approve a sub-division unless it is satisfied that, for each Land Unit created, there is adequate and lawful means:
- (a) of access to and from a public road, which may include access via an appropriately registered servitude of right of way;
 - (b) of obtaining a water supply, if necessary;
 - (c) for the provision of sewerage disposal, if required for the land use; and
 - (d) for the provision of any engineering services which are deemed necessary for the intended use, to the Municipality's satisfaction.

-
- (2) When the Municipality approves the sub-division of a Land Unit containing one or more existing approved buildings or structures, approval is deemed to have been granted for any consequential departure, provided that all structures are shown adequately on a plan and any new structures or buildings constructed after the approval of the sub-division, shall be compliant with the requirements of the Scheme.
 - (3) When applying for a sub-division, the applicant may be required to submit to the Municipality a site development plan for the buildings to be developed for the intended development on the subdivided portions.
 - (4) When applying for the sub-division of any land zoned as an Agricultural Zone the applicant may be required to submit a site development plan to indicate in what manner farm buildings and uses are to be provided for in the development.
 - (5) If a Land Unit with regard to which a temporary departure or consent use right has been granted, is sub-divided, the Municipality may:
 - (a) revoke the consent use right or temporary departure approval if the original conditions of approval cannot be satisfied after sub-division; or
 - (b) apply the approval and the conditions relating thereto to only one of the sub-divided portions; or
 - (c) may amend any conditions, as determined by the Municipality when approving the sub-division.
 - (6) An Erf created by sub-division for the purpose of erecting a Dwelling Unit, shall not be smaller than 600m² except where specified in the Municipality's Spatial Development Framework.
 - (7) Where the Municipality's Spatial Development Framework does not specify minimum Erf sizes for residential erven, the Municipality may permit the creation by sub-division of an Erf or erven of less than 600m², provided that no such Erf will be smaller than the average of all the residential erven within a radius of 200m from any such Erf.
 - (8) The owner of a Land Unit, shall, on sub-division thereof into 2 or more portions for Residential Purposes, provide, free of charge, open space in respect of every portion of the sub-divided Erf, as follows:
 - (a) 18 m² in respect of portions larger than 500m²;
 - (b) 21 m² in respect of portions of between 500m² and 250 m²; and
 - (c) 24 m² in respect of portions of less than 250 m².
 - (9) For the purposes of an exemption referred to in Section 48(1)(c) of the By-law, an amendment of the common boundary between two (2) or more Land Units is minor, if the resulting increase or decrease in the area of the Land Units involved is not greater than 10% of the area of any such Land Unit.

SCHEDULES

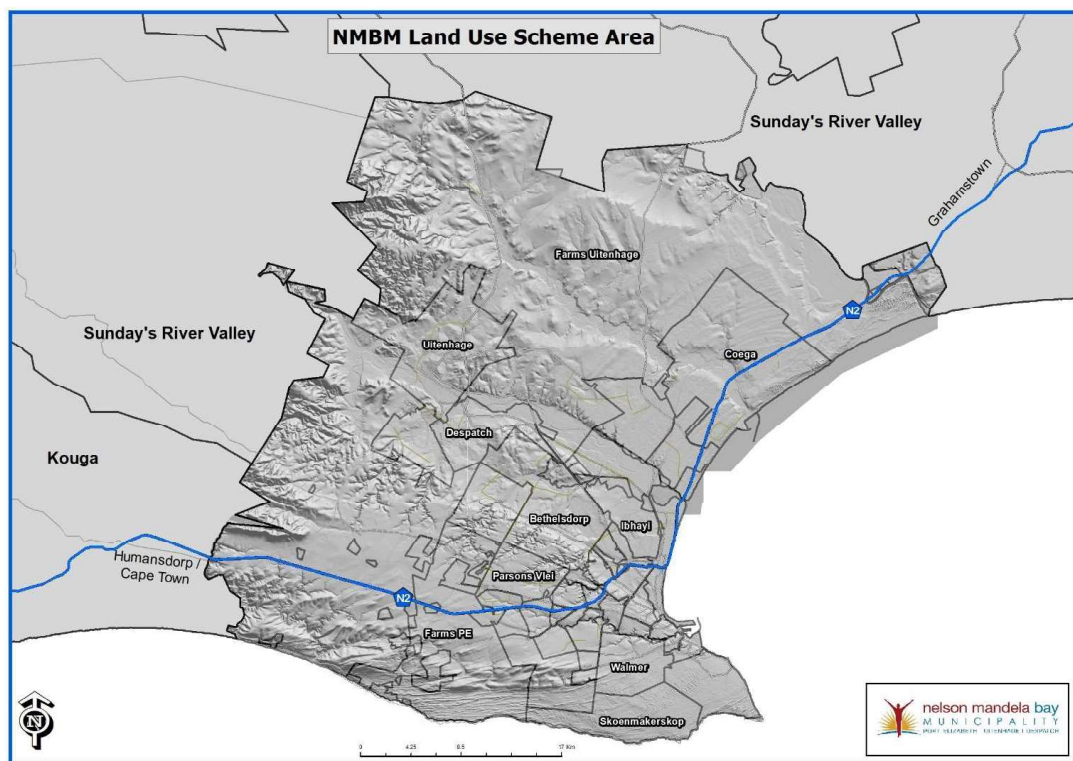
Schedule 1 : Land Use Scheme Area

Schedule 2 : Zoning Scheme Notation














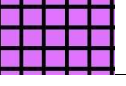
Schedule 3 : Zoning Transition Table


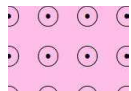







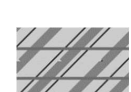



Schedule 4 : Overlay Zones

Schedule 1: Land Use Scheme Area



Schedule 2: Zoning Scheme Notation

Zoning Name		Red Value	Green Value	Blue Value	Colour Notation & Hatch
AGRICULTURE	Agricultural Zone 1	215	194	158	
	Agricultural Zone 2	215	194	158	
RESIDENTIAL	Single Residential Zone 1	255	255	115	
	Single Residential Zone 2	255	255	115	
	General Residential Zone 1	255	170	0	
	General Residential Zone 2	255	170	0	
	General Residential Zone 3	255	170	0	
	General Residential Zone 4	255	170	0	
BUSINESS	Business Zone 1	115	178	255	
	Business Zone 2	115	178	255	
	Business Zone 3	115	178	255	
INDUSTRIAL	Industrial Zone 1	223	115	255	
	Industrial Zone 2	223	115	255	
	Industrial Zone 3	223	115	255	

Zoning Name		Red Value	Green Value	Blue Value	Colour Notation & Hatch
	Industrial Zone 4	223	115	255	
COMMUNITY	Community Zone 1	255	190	232	
	Community Zone 2	255	190	232	
RESORT	Resort Zone	255	115	223	
OPEN SPACE	Open Space Zone 1	85	255	0	
	Open Space Zone 2	85	255	0	
	Open Space Zone 3	85	255	0	
TRANSPORT	Transport Zone 1	204	204	204	
	Transport Zone 2	204	204	204	
	Transport Zone 3	204	204	204	
AUTHORITY	Authority Zone	255	0	0	
UNDETERMINED	Undetermined Use Zone	255	127	127	
SPECIAL PURPOSES	Special Purposes Zone	115	255	223	

Schedule 3: Zoning Transition Table

NMBM LAND USE SCHEME			EXISTING ZONING SCHEMES COMPARABLE ZONING							
ZONING	PRIMARY USE	PORT ELIZABETH	IBHAYI, KWADWESI, KWAMAGXAKI, MOTHERWELL	UITENHAGE	KWANOBUHLE	DESPATCH	KHAYAMNANDI	LOVEMORE PARK	AREA A	SECTION 8 (LUPO)
AGRICULTURE	Agriculture Dwelling House Second Dwelling Unit	Undetermined				Agricultural Zone	Agricultural Zone		Agricultural Zone	Agricultural Zone I
	Agriculture Agricultural Industry Animal Care Centre									Agricultural Zone II
RESIDENTIAL	Single Residential Zone 1	Dwelling House Second Dwelling Unit	Residential 1 Residential 3	Single Residential Informal Single Residential	Residential I Residential III	Residential Zone I Residential Zone VI	Residential Zone I Residential Zone II		Single Residential Zone Residential Zone I	Informal Residential Zone Residential Zone I
	Single Residential Zone 2	Agriculture Dwelling House Second Dwelling Unit						Rural Residential Undetermined	Rural Residential Zone	
	General Residential Zone 1	Group Housing Old Age Home	Residential 2	Group Housing	Residential II	Residential Zone II Residential Zone III	Residential Zone I Residential Zone II		Cluster Housing Zone Group Housing Residential Zone II	Residential Zone II Residential Zone III
	General Residential Zone 2	Boarding House Guest House Hotel Residential Building Old Age Home Wellness Centre				Residential Zone IV	Residential Zone II		Residential Zone Residential Zone V	Residential Zone V
	General Residential Zone 3	Flat	Residential 3	General Residential (Sub-Zone 1) General Residential (Sub-Zone 2)		Residential Zone V				Residential Zone IV
	General Residential Zone 4	Social Housing								

NMBM Land Use Scheme 2023

NMBM LAND USE SCHEME		EXISTING ZONING SCHEMES COMPARABLE ZONING								
ZONING	PRIMARY USE	PORT ELIZABETH	IBHAYI, KWADWESI, KWAMAGXAKI, MOTHERWELL	UITENHAGE	KWANOBUHLE	DESPATCH	KHAYAMNANDI	LOVEMORE PARK	AREA A	SECTION 8 (LUPO)
BUSINESS	Business Zone 1	Animal Care Centre	Business 1	Business	Business	Business Zone I	Business Zone			Business Zone I Business Zone IV
		Boarding House								
		Business Premises								
		Filling Station								
		Flat								
		Function Venue								
		Funeral Parlour								
		Guest House								
		Hotel								
		Institution								
		Liquor Outlet								
		Medical Use								
		Motor Service								
		Centre								
		Office								
	Old Age Home									
Place of Instruction	Business 2		Suburban Business		Business Zone II Business Zone III		Business	Business Zone Business Zone II	Business Zone II Business Zone V	
Public Garage										
Residential Building										
Restaurant										
Social Housing										
Sport Facility										
Transport Facility										
Wellness Centre										
Workshop										
Business Premises										
Filling Station										
Liquor Outlet										
Motor Service										
Centre										
Office										
Residential Building										
Business Zone 2	Office	Business 3								Business Zone III
Business Zone 3	Medical use									

NIMBA LAND USE SCHEME			EXISTING ZONING SCHEMES COMPARABLE ZONING							
ZONING	PRIMARY USE	PORT ELIZABETH	IBHAYI, KWADWESI, KWAMAGXAKI, MOTHERWELL	UITENHAGE	KWANOBUHLE	DESPATCH	KHAYAMNANDI	LOVEMORE PARK	AREA A	SECTION 8 (LUPO)
INDUSTRIAL	Industrial Zone 1	Depot Filling Station Industry Public Garage	Industrial	Industrial	Industrial	Industrial Zone I	Industrial Zone			Industrial Zone I
	Industrial Zone 2	Business Premises Depot Filling Station Light Industry Place of Assembly Place of Entertainment Place of Worship Public Garage Transport Facility								
	Industrial Zone 3	Industry Noxious Use				Industrial Zone II				Industrial Zone II
	Industrial Zone 4	Mine Mining Industry				Industrial Zone III				Industrial Zone III
COMMUNITY	Community Zone 1	Child Care Facility Clinic Place of Assembly Place of Worship Place of Instruction	Institutional II	Business Schools	Institutional II	Institutional Zone II	Institutional Zone II		Public Assembly Zone	Institutional Zone II
	Community Zone 2	Institution Place of Assembly Place of Instruction Sport Facility	Institutional I Institutional III Open Space II		Institutional I Institutional III Open Space II	Institutional Zone I Institutional Zone III	Institutional Zone I Institutional Zone III			Institutional Zone I Institutional Zone III
RESORT	Resort Zone	Conservation Area Resort				Resort Zone I Resort Zone II				Resort Zone I Resort Zone II
OPEN SPACE	Open Space Zone 1	Public Open Space	Open Space I	Public Open Space	Open Space I	Open Space Zone I	Open Space Zone I			Open Space Zone I
	Open Space Zone 2	Private Open Space		Private Open Space		Open Space Zone II	Open Space Zone II		Open Space Zone II Special Environment Zone	Open Space Zone II
	Open Space Zone 3	Conservation Area		Declared Conservation Areas		Open Space Zone III				Open Space Zone III

NMBM LAND USE SCHEME			EXISTING ZONING SCHEMES COMPARABLE ZONING							
ZONING	PRIMARY USE	PORT ELIZABETH	IBHAYI, KWADWESI, KWAMAGXAKI, MOTHERWELL	UITENHAGE	KWANOBUHLE	DESPATCH	KHAYAMNANDI	LOVEMORE PARK	AREA A	SECTION 8 (LUPO)
TRANSPORT	Transport Zone 1 External Engineering Services Public Roads & Parking	Transportation 1 Parking	Streets Parking	Main Roads Other Roads Parking Areas New roads & road widening Private Parking	Street Parking	Transportation Zone II Transportation Zone III	Transportation Zone 1 Transportation Zone 2			Transportation Zone II Transportation Zone III
	Transport Zone 2 External Engineering Services Private Roads & Parking									
	Transport Zone 3 Transport Use	Transportation 2	Transport Uses	Railways		Transportation Zone I				Transportation Zone I
AUTHORITY	Authority Use External Engineering Services	Community 3	Services	Government Local Authority Cemeteries and Sewerage Disposal Works	Services	Authority Zone	Authority Zone			Authority Zone
UNDETERMINED	None	[Zoning Unknown]	Undetermined Zoning Unknown	Undetermined Zoning Unknown	Undetermined Zoning Unknown	Undetermined Zone Zoning Unknown	Undetermined Zoning Unknown	[Zoning Unknown]	Undetermined Zoning Unknown	Undetermined Zone Zoning unknown
SPECIAL PURPOSES	Uses as specified in terms of this Scheme	Special Purposes	Special	Special Industrial	Special Zone	Special Zone	Special Purposes	[Special Zone]	[Special Zone]	Special Zone

Schedule 4: Overlay Zones

The following Overlay Zones have been approved in terms of the Nelson Mandela Bay Municipality Land Use Scheme.

Overlay Zone Name & Description	Resolution & Reference Number	Commencement Date

PROCLAMATION NOTICE 15 OF 2023**ADOPTION AND APPROVAL OF NELSON MANDELA BAY LAND USE SCHEME**

Notice is hereby given in terms of Section 24 (1) of the Spatial Planning and Land Use Management Act, 2013 (SPLUMA), read with Section 18 (1) of the Nelson Mandela Bay Metropolitan Municipality Spatial Planning and Land Use Management By-law, 2023, that the Council of Nelson Mandela Bay Municipality at its meeting held on 22 August 2023 approved its Land Use Scheme. The Land Use Scheme replaces all other land use/town planning/zoning schemes applicable to the area of jurisdiction of the Nelson Mandela Bay Municipality.

The Land Use Scheme comprises of the Regulations, Zoning Map, and Register as contemplated in Section 25 (2) of SPLUMA. The Regulations and Zoning Maps (read with Transition Tables in Schedule 3 of the Regulations) are uploaded and accessible on the Municipal Website. The register may be viewed at the Land Planning and Management Sub-Directorate, 3rd Floor, Lillian Dedericks Building.

Property owners are encouraged to take note of Regulations 8 (3) & 9 of the Land Use Scheme in respect of land use rights that are deemed to have been granted at the commencement of the Scheme and rectification of errors on the Zoning Map.

The Nelson Mandela Bay Metropolitan Municipality Land Use Scheme, 2023 will come into effect on the date of publication thereof in the Provincial Gazette.

CITY MANAGER

MS N NQWAZI

PROKLAMASIE KENNISGEWING 15 VAN 2023**AANVAARDING EN GOEDKEURING VAN NELSON MANDELABAAI
GRONDGEBRUIKSKEMA**

Kennis geskied hiermee, kragtens Artikel 24 (1) van die Wet op Ruimtelike Beplanning en Grondgebruikbestuur, 2013 ('SPLUMA'), gelees met Artikel 18 (1) van die Nelson Mandelabaai Metropolitaanse Munisipaliteit Ordonnansie op Ruimtelike Beplanning en Grondgebruikbestuur, 2023, dat die Raad van die Nelson Mandelabaai Munisipaliteit sy Grondgebruikskema tydens sy vergadering op 22 Augustus 2023 goedgekeur het. Die Grondgebruikskema vervang alle ander grondgebruik/stadsbeplanning/soneringskemas van toepassing op die jurisdiksiegebied van die Nelson Mandelabaai Munisipaliteit.

Die Grondgebruikskema bestaan uit die Regulasies, Soneringskaart en Register soos voorsien in Artikel 25 (2) van 'SPLUMA'. Die Regulasies en Soneringskaarte (gelees met Oorgangstabelle in Skedule 3 van die Regulasies) is beskikbaar op die munisipale webtuiste. Die register kan besigtig word by die Subdirektoraat: Grondbeplanning en -bestuur, 3de verdieping, Lillian Diedericks-gebou.

Grondeienaars moet kennis neem van Regulasies 8 (3) & 9 van die Grondgebruikskema ten opsigte van grondgebruikregte wat as goedgekeur beskou word met die aanvang van die Skema en regstelling van foute op die Soneringskaart.

Die Nelson Mandelabaai Metropolitaanse Munisipaliteit Grondgebruikskema, 2023 sal van krag word op die datum van publikasie daarvan in die Provinsiale Koerant.

STADSBESTUURDER

ME N. NQWAZI

UKWAMKELWA NOKUVUNYWA KOLUNGISELELO LOMHLABA ENELSON MANDELA BAY

Kufakwa isaziso ngokweCandelo 24 (1) loYilo loLawulo lokuSetyenziswa koMhlaba ngokweZithuba, uMthetho, 2013 (SPLUMA), nofundwa kunye neCandelo 18 (1) uMthetho weDolophu woLawulo lokuSetyenziswa koMhlaba kuMasipala oMbaxa iNelson Mandela Bay ka-2023, nelithe iBhunga likaMasipala oMbaxa iNelson Mandela Bay kwintlanganiso yalo ebibanjwe ngomhla we/wama 22 kweyeThupha 2023 lamkela uLungiselelo lokuSetyenziswa koMhlaba. Olu Lungiselelo loMhlaba luthatha indawo yawo onke amanye amalungiselelo omhlaba/edolophu ngoYilo/lokwahlulwa-hlulwa ngemimandla oLungiselelo olusebenzayo kule ndawo iphantsi kolawulo lukaMasipala iNelson Mandela Bay.

ULungiselelo lokuSetyenziswa koMhlaba lwenziwa ngokuMiswa kakuhle kolawulo, iMaphu yokwaHlulwa-hlulwa, kwakunye neNcwadi ekuBhalwa kuyo izinto njengokuba kucingelwa njalo kwiCandelo 25 (2) lwe-SPLUMA. Ukumiswa kakuhle kolawulo kunye neMaphu yokwaHlulwa-hlulwa (ifundwa kunye ne-Transition Tables kwicandelo 3 lokuMiswa kakuhle kolawulo) lu-aplowudiwe yaye luyafumaneka kwiWebhusayithi kaMasipala. Incwadi ekubhalwa kuyo izinto ingaphononongwa kubOngameli be-*Land Planning and Management*, kuMgangatho weSithathu, Lillian Dedericks Building.

Abanini-propati bayakhuthazwa ukuba bathathe ingqwalasela kuMmiselo 8 (3) & 9 woLungiselelo lokuSetyenziswa koMhlaba ngokumayelana namalungelo okusetyenziswa komhlaba nabonakala ngathi anikeziwe apha ekuqaleni kolu Lungiselelo nokulungiswa kweempazamo zeMaphu yokukwaHlulwa-hlulwa.

ULungiselelo lokuSetyenziswa koMhlaba kuMasipala iNelson Mandela Bay, 2023 luyakuqala ukusebenza ngomhla wokushicilelwa kwawo kwi-Gazette yePhondo.

NGUMLAWULI WESIXEKO

MS N NQWAZI

ANNEXURE 7

Human Settlements

Your ref:

Tel: +27 (0) 41 506 2435

Our ref:

Date : 18 November 2024

Republic of South Africa

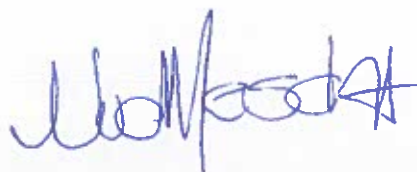
Who deals with this: Ms Vanessa vd Mescht

e-Mail: Vvdmesch@mandelametro.gov.za

ZONING CERTIFICATE**ERF 1051 HUMEWOOD**

This hereby confirms that the above erf is zoned Special Purposes No. 273 as per the Nelson Mandela Bay Land Use Scheme.

It should be noted that the zoning information does not absolve the owner of the property from complying with any conditions that may be stipulated in the Title Deeds of this property.

**EXECUTIVE DIRECTOR: HUMAN SETTLEMENTS**

ANNEXURE 8

ENVIRONMENTAL MANAGEMENT PLAN GUIDELINES FOR PORT USERS & TENANTS

INTRODUCTION

An Environmental Management Plan (EMP) is a tool that can be used to provide the assurance that an organization or entity is aware of the environmental impacts that arise from its operations and has developed plans to mitigate negative impacts. The EMP provides a description of the methods and procedures for mitigating and monitoring impacts. The EMP also contains environmental objectives and targets that the organization or entity needs to achieve in order to reduce or eliminate negative impacts. An EMP, coupled with proper implementation and monitoring, may result in improved environmental performance.

PURPOSE

This document aims to provide an introduction on the purpose, objectives, and content of EMPs. EMPs must outline the environmental impacts resulting from operations, the proposed mitigation measures as well as the roles and responsibilities associated with implementation of the EMP. An EMP should also take into consideration the legal obligations related to the organization or entity's operations.

EMP GUIDELINES

There is no universally accepted standard format for EMPs, however the format needs to be fit for the intended purpose. Circumstances in which the EMP is being developed and the requirements that it is designed to meet. These guidelines aim to provide guidance to all Port users and Tenants operating with Port Limits in developing environmental management plans that speak to their specific operations.

According to the World Bank (1999) EMP should contain the following components

An overview of the responsibilities of the organization/entity relating to environmental management policies and guidelines.

1. A summary of the predicted positive and negative impacts associated with operations
2. The environmental management objectives and targets to enhance the benefits and minimize adverse environmental impacts.

3. A detailed description of the actions required to achieve the objectives including how by whom, by when what resources are required, and what monitoring measures will be implemented.
4. Clearly outline the roles and responsibilities, communication, and reporting processes required for the implementation of the EMP. The EMP must specify responsibilities for the range of actions specified in the EMP.
5. Address applicable legislative requirements for operations

Compliance with environmental legal requirements is an essential aspect of the EMP as the relevant legal requirements must consider the requirements of national, provincial, or local government. Failure to meet legal environmental requirements could result in severe environmental degradation and or transgressions with penalties.

EMP IMPLEMENTATION

Training and environmental awareness are key to the effective implementation of the EMP. All personnel must be trained on the requirements of the EMP and made to fully understand their specific roles and responsibilities. This can result in the reduction of environmental incidents and may improve environmental compliance. This can be achieved through conducting induction for all new employees, scheduling regular awareness sessions, conducting daily toolbox talks, newsflashes, emails, and other applicable internal communication methods.

SUBMISSION OF EMP TO TNPA

The EMP must be submitted for Approval to TNPA 30 days prior to the commencement of the Lease Agreement

SUGGESTED EMP CONTENT (not limited to)

- A. Name of the Organisation/ Entity
- B. Detailed description/scope of the operations of the organization/ entity, this must include equipment and method statements.
- C. Location of business operations within port limits

- D. A detailed list of positive and negative impacts associated with operations with suitable controls and mitigation measures in relation to natural resources e.g., waste, water resources, land, air quality, plants, and animals (where applicable)
- E. Specific mechanisms for achieving compliance with national, provincial, and local legislation (including municipal by-laws)
- F. Environmental Monitoring programme
- G. A List of Environmental Permits, licenses, and authorizations specific to business operations within the Port
- H. Environmental Incident Management protocol
- I. Environmental Awareness Programme designed for employees
- J. Roles and responsibilities for specific actions associated with the implementation mitigation, monitoring, and performance assessment of the EMP

Note: It is highly recommended that the Environmental Management Plan be compiled by a qualified Environmental Management Practitioner.

REFERENCES

1. DEAT (2004) Environmental Management Plans, Integrated Environmental Management, Information Series 12, Department of Environmental Affairs and Tourism (DEAT)
2. Lochner, P. 2005. Guideline for Environmental Management Plans. CSIR Report No ENV-S-C 2005-053 H. Republic of South Africa, Provincial Government of the Western Cape, Department of Environmental Affairs & Development Planning, Cape Town.
3. World Bank (1999) Environmental Management Plans, Environmental Assessment Sourcebook Update, November 25. Environment Department, World Bank, Washington D.C.

ANNEXURE 9

TRANSNET



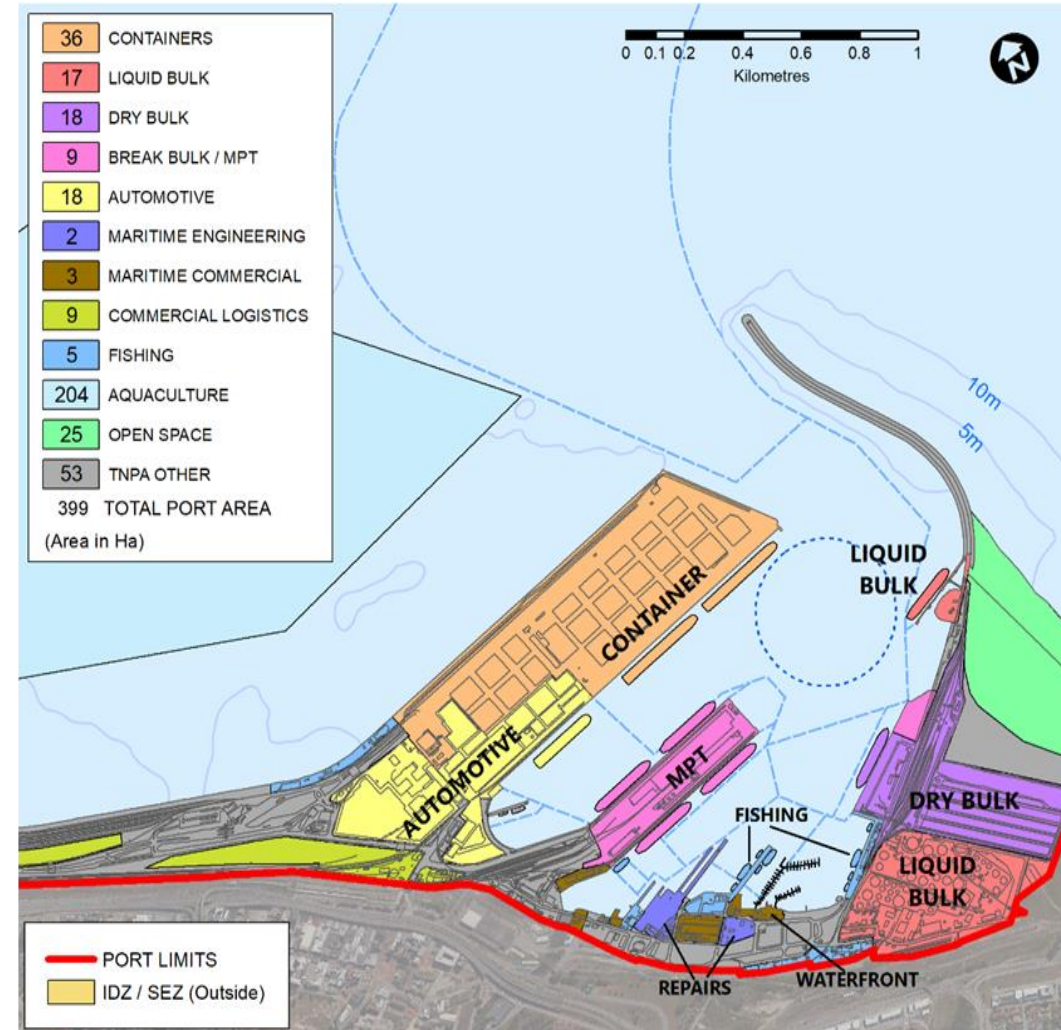
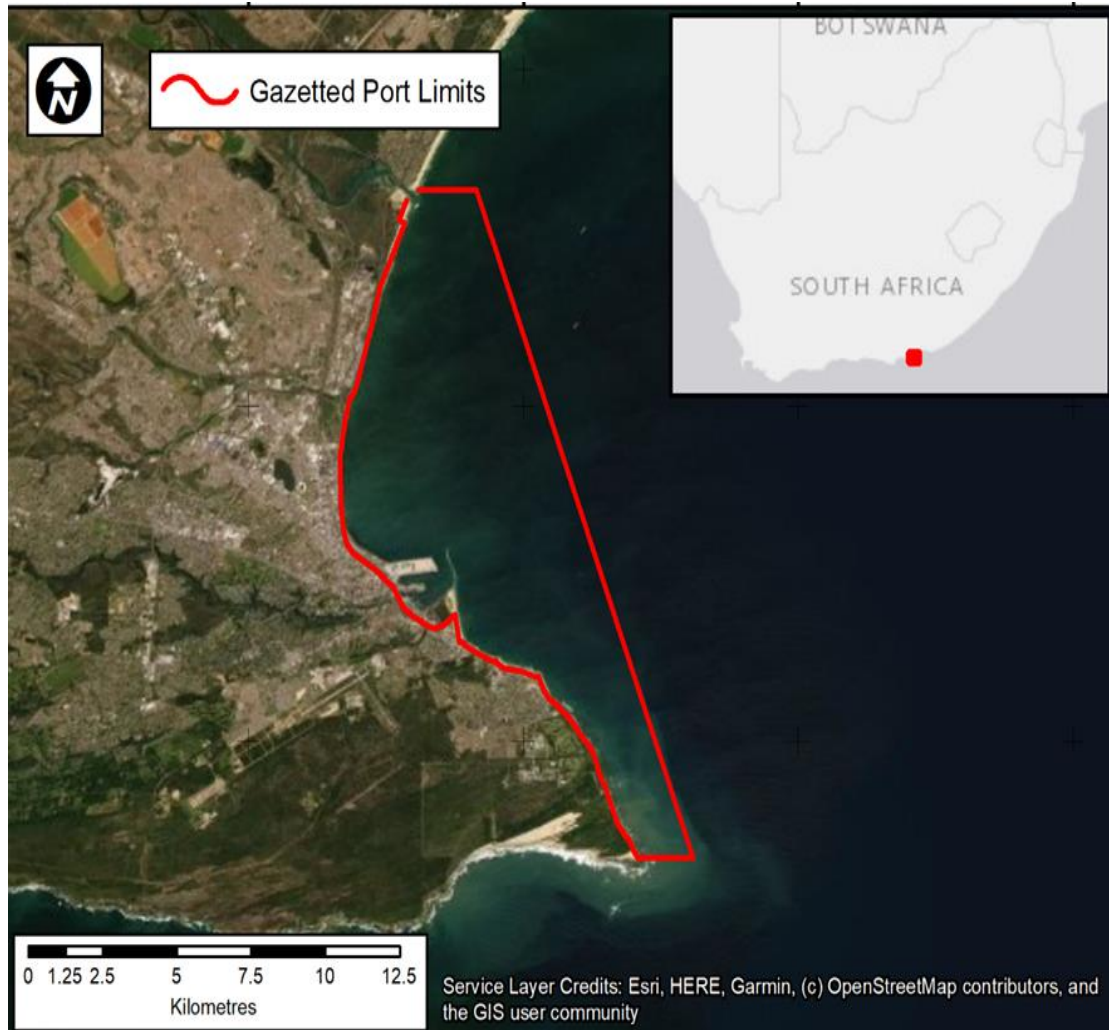
PDFP 2022

Port of Port Elizabeth

Presented By: Bongumusa Buthelezi



Port Limits Current Layout



PDFP Short Term Layout 2032

PORT OF PORT ELIZABETH - SHORT TERM LAYOUT - 2032



NATIONAL PORTS PLAN 2022

Project #	Project Description	Operational Date
1	Expansion of Automotive Area (Include block 174)	2023
2	Acquisition of 4ha of land outside the port limit	2025
3	Decommissioning of the liquid bulk terminal	2030
4	Decommissioning of the manganese terminal	2030
5	Maritime engineering extension towards the southern side of the port.	2028
6	Maritime commercial increases up to Shop 17 boundary.	2027
7	Commercial Logistic Development	2026

PDFP Medium Term 2032 - 2052

PORT OF PORT ELIZABETH - MEDIUM TERM LAYOUT - 2052

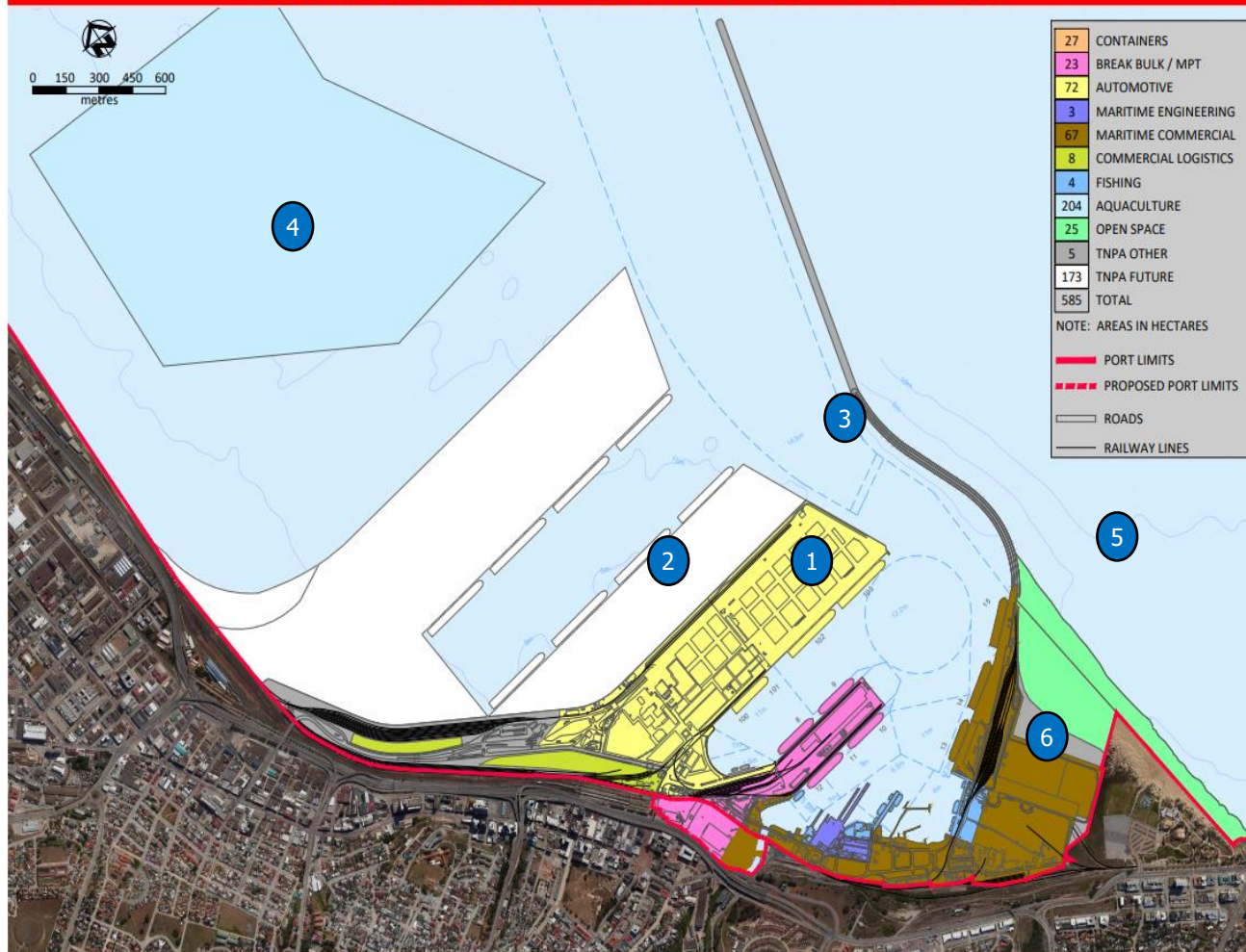


NATIONAL PORTS PLAN 2022

Project #	Project Description	Operational Date
1	Expansion of automotive footprint to include Berth 102	2035
2	Expansion of fishing area by converting a portion of maritime commercial area	2035
3	Re-configuration of berth 15	2040
4	Land earmarked for maritime commercial	2030
5	Maritime development (Leisure and recreational)	2033
6	Recreational beach development and dune stabilization	2040
7	Conversion of berth 13 to be a cruise liner berth	2033

PDFP Long Term Beyond 2052+

PORT OF PORT ELIZABETH - LONG TERM LAYOUT - BEYOND 2052



NATIONAL PORTS PLAN 2022

Project #	Project Description	Operational Date
1	Expansion of automotive footprint to include Berth 103	2052+
2	Expansion of the port to the northern side	2052+
3	Extension of the breakwater towards the north and realign entrance channel.	2052+
4	Relocate aquaculture to the north due to port expansion project	2052+
5	Develop offshore island for leisure activity.	2052+
6	Further expansion of Maritime Commercial	2052+

TRANSNET



Thank you

Theme or title goes here

ANNEXURE 10

AGREEMENT OF LEASE

between

TRANSNET SOC LIMITED

(Registration Number: 1990/000900/30)

a state-owned company duly incorporated in terms of the company laws of the
Republic of South Africa and acting through its operating division **Transnet**

National Ports Authority

(Hereinafter referred to as the "Lessor")

and

THE JURISTIC ENTITY IDENTIFIED AS THE LESSEE IN ANNEXURE A

(Hereinafter referred to as the "Lessee")

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ANNEXURES

A - Commercial Terms

B - TNPA Regulatory Universe

C - Diagram of Leased Premises

D - Pro-Forma Suretyship

E - Pro-forma Bank Guarantee

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Lease Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Lease Agreement nor any clause hereof. Unless a contrary intention clearly appears:

- 1.1. words importing:
 - 1.1.1. any one gender includes the other two genders;
 - 1.1.2. the singular includes the plural and vice versa; and
 - 1.1.3. natural persons include created entities (corporate or unincorporate) and the State and vice versa;
- 1.2. the following terms shall have the meanings assigned to them hereunder and similar expressions shall have corresponding meanings:
 - 1.2.1. "**Administration Fee**" means the amount specified in Annexure A that is payable by the Lessee to the Lessor in respect of the administrative matters to be attended to by the Lessor in terms of this Lease Agreement;
 - 1.2.2. "**Ancillary Agreements**" means the ancillary agreements listed in Annexure A, which the Parties may elect to conclude in respect of services that are ancillary to this Lease Agreement and which the Lessee requires the Lessor to provide;
 - 1.2.3. "**Annexures**" means the annexures attached by agreement between the Parties to this Lease Agreement, being Annexure A, Annexure B, Annexure C, Annexure D and Annexure E, each of which shall on execution of this Lease Agreement on the Signature Date be initialled by each Party's authorised representative (as reflected on relevant Board Resolution) for the purposes of identification;
 - 1.2.4. "**Annexure A**" means the annexure attached to this Lease Agreement marked Annexure A - Commercial Terms, which annexure contains certain material commercial terms agreed to by the Parties as being applicable to

this Lease Agreement, as may be amended from time to time by the Parties in writing;

- 1.2.5. **"Annexure B"** means the annexure attached to this Lease Agreement marked Annexure B - TNPA Regulatory Universe, which annexure lists the acts of parliament (and other primary legislation), regulations, policies, procedures, rules and directives which apply to the Parties and regulates the Parties' business and related activities and which must be complied with and observed by the Parties and by which the Parties are bound as a consequence of concluding this Lease Agreement, as may be amended from time to time by the Lessor by notice in writing;
- 1.2.6. **"Annexure C"** means the annexure attached to this Lease Agreement marked Annexure C - Diagram of Leased Premises, which annexure is a diagram of the Leased Premises, the Surrounding Property and/or the Common Areas, as the case may be and as may be amended from time to time by the Parties in writing;
- 1.2.7. **"Annexure D"** means the annexure attached to this Lease Agreement marked Annexure D - Pro-forma Suretyship, which annexure is a pro-forma suretyship which the Lessor may in its discretion require to be signed by a third-party or by third parties as security for the Lessee's obligations under this Lease Agreement, the Parties agreeing that, to the extent that the Lessor requires the Lessee to provide one or more suretyships, each such suretyship shall be in the form of and contain the provisions set out in the pro-forma suretyship attached hereto as annexure D and shall where the person/s providing the suretyship is a/are juristic entity/ies, shall be accompanied by a Board Resolution;
- 1.2.8. **"Annexure E"** means the annexure attached to this Lease Agreement marked Annexure E - Pro-forma Bank Guarantee, which annexure is a pro-forma bank guarantee which the Lessor may in its discretion require to be signed by one or more banks as security for the Lessee's obligations under this Lease Agreement, the Parties agreeing that, to the extent that the Lessor requires the Lessee to provide one or more bank guarantees, each such bank guarantee shall, unless otherwise agreed in writing, be in the

form of and contain the provisions set out in the pro-forma bank guarantee attached hereto as annexure D and shall be accompanied by a Board Resolution;

- 1.2.9. **"Bank Guarantee"** means a bank guarantee provided by a reputable financial institution based in the Republic as security for the Lessee's obligations under this Lease Agreement, which guarantee shall, unless otherwise agreed by the Parties in writing, take the form of and contain the terms set out pro-forma bank guarantee attached hereto as Annexure E;
- 1.2.10. **"Baseline Study"** means environmental assessment for soil and groundwater for monitoring pollution or contamination.
- 1.2.11. **"BBBEE"** means broad-based black economic empowerment, as defined in the Broad-Based Black Economic Empowerment Act, 53 of 2003;
- 1.2.12. **"Beneficial Occupation Period"** means any beneficial occupation period specified in Annexure A;
- 1.2.13. **"BBBEE Target Plan"** means the plan (which plan may form part of the Business Plan) that the Lessee intends implementing in respect of maintaining or improving its BBBEE status;
- 1.2.14. **"BOI"** means a board of inquiry established by the Lessor in respect of any incident or occurrence affecting the Parties' employees and/or customers or resulting in damage to the Leased Premises;
- 1.2.15. **"Board Resolution"** means:
 - 1.2.13.1 in connection with the execution of this Lease Agreement, a resolution of the board of directors of the Lessor authorising the person who signs and initials this Lease Agreement on behalf of the Lessor, to execute this Lease Agreement in his/her capacity as the Lessors' authorised representative;
 - 1.2.13.2 in connection with the provision of any suretyship or bank guarantee by a third-party or by third-parties who are juristic entities, as security for the obligations of the Lessee under this Lease Agreement, a resolution of the board of directors of any such third-party authorising the person who signs

and initials the suretyship and/or bank guarantee on behalf of the relevant third-party, to execute the suretyship and/or bank guarantee, as the case may be, in his/her capacity as such third-party's authorised representative;

- 1.2.16. **"Business Day"** means any day other than a Saturday, Sunday or an officially recognised public holiday in the Republic;
- 1.2.17. **"Business Plan"** means the written business plan described in clause 5 below, which contains detailed information regarding the various plans, contingency arrangements and implementation undertakings that the Lessor requires the Lessee to prepare, implement, comply with, observe and report on or that the Lessee proposes to prepare, implement, comply with, observe and report on in relation to the Leased Premises and the Lessee's use and enjoyment thereof or in connection with this Lease Agreement, including:
 - 1.2.17.1. the BBBEE Target Plan;
 - 1.2.17.2. the Environmental Plan; and Impact & Aspect Register
 - 1.2.17.3. Health and Safety Plan
 - 1.2.17.4. any other plan as may be required by the Lessor, from time to time;
- 1.2.18. **"Commencement Date"** means, notwithstanding the Signature Date, the commencement date stipulated in Annexure A, being the date on which this Lease Agreement commences;
- 1.2.19. **"Common Areas"** means, if applicable, all amenities provided by the Lessor for the general use of the Lessee and other lessees (and/or their employees, clients, customers, agents, representatives and any other persons as may be agreed upon by the Parties from time to time) on the Surrounding Property, as more fully described in Annexure A or illustrated in Annexure C, including, without limitation, the foyers, malls, arcades, passages, parking areas, entrances, exits, loading areas, landscaped areas, interior and exterior stairways, toilets, yards, sidewalks, driveways, parking areas, ramps, roads and such other amenities as may be provided by the Lessor having regard to the nature of the Surrounding Property;

- 1.2.20. **"Confidential Information"** means any information disclosed by either Party to the other Party prior to the conclusion of this Lease Agreement, in terms of this Lease Agreement or otherwise in connection with this Lease Agreement;
- 1.2.21. **"Deposit"** means the Initial Deposit and, if applicable, the Periodic Deposit;
- 1.2.22. **"Environmental Plan"** means the plan (part of the Business Plan) in respect of the controls, mitigation and monitoring measures to manage environmental impacts that the Lessee intends implementing in relation to the Leased Premises;
- 1.2.23. **"Escalation Rate"** means the rate at which the Rental payable by the Lessee shall be adjusted for the duration of this Lease Agreement or in respect of any Rental Review Period, if applicable, as set out in Annexure A;
- 1.2.24. **"Expiry Date"** means the date upon which this Lease Agreement shall terminate, as stipulated in Annexure A;
- 1.2.25. **"Health and Safety Plan"** means the plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified, as set out in Annexure B.
- 1.2.26. **"Improvement"** means any addition, alteration or development on or to the Leased Premises;
- 1.2.27. **"Initial Deposit"** means the initial deposit specified in Annexure A;
- 1.2.28. **"Initial Period"** means, if applicable, the initial period specified in Annexure A;
- 1.2.29. **"Law"** means any law in the Republic and includes, without limitation, any act of parliament (or other instrument of primary legislation), ordinance, by-law, statutory proclamation, regulation, the common law or other enactment, directive, policy or determination having the force of law;
- 1.2.30. **"Lease Agreement"** means the lease agreement set out herein, including the Annexures;

- 1.2.31. **"Lease Period"** means the fixed period commencing on the Commencement Date and expiring on the Expiry Date;
- 1.2.32. **"Leased Premises"** means the premises forming the subject matter of this Lease Agreement, as more fully described in Annexure A and illustrated in Annexure C, but excluding the Surrounding Property and the Common Areas;
- 1.2.33. **"Lessee"** means the juristic entity identified as the lessee in Annexure A;
- 1.2.34. **"Lessee's Domicilium"** means the address nominated by the Lessee for service of all legal documents and notices, as stipulated in Annexure A;
- 1.2.35. **"Lessor"** means Transnet SOC Limited (Registration Number: 1990/000900/30), a state-owned company, duly incorporated in accordance with the company laws of the Republic, which is represented herein by its operating division, Transnet National Ports Authority;
- 1.2.36. **"Lessor's Domicilium"** means the address nominated by the Lessor for service of all legal documents and notices, as stipulated in Annexure A;
- 1.2.37. **"Lessor's Policies"** means all policies, procedures, rules and directives contained in the Regulatory Universe or as may from time to time be applicable to this Lease Agreement, to any conduct or omission on the part of the Lessee or to the Lessee's use and enjoyment of the Leased Premises, as may be prescribed by the Lessor from time to time and made available by the Lessor to the Lessee on request in writing;
- 1.2.38. **"Main Agreement"** means this Lease Agreement, but excludes the Annexures;
- 1.2.39. **"Notice of Redevelopment Period"** means, if applicable, the notice of redevelopment period stipulated in Annexure A;
- 1.2.40. **"Notice of Repossession Period"** means, if applicable, the notice of repossession period stipulated in Annexure A;
- 1.2.41. **"Offer Period"** means the offer period stipulated in Annexure A;

- 1.2.42. **"Operating Costs"** means the monthly contribution by the Lessee towards the operating and/or maintenance costs of the Leased Premises, as specified in Annexure A;
- 1.2.43. **"Periodic Deposit"** means, if applicable, the additional deposit referred to in clause 9.1.2 below, that may become payable by the Lessee to the Lessor within 5 (five) Business Days of any Rental escalation coming into effect;
- 1.2.44. **"Refuse Removal Charges"** means the charges payable in respect of refuse removal from the Leased Premises, whether such services have been supplied by the local authority or by the Lessor, as specified in Annexure A;
- 1.2.45. **"Regulatory Universe"** means the acts of parliament (or other primary legislation), regulations, rules and policies listed in Annexure B;
- 1.2.46. **"Rental"** means the rental payable by the Lessee to the Lessor, as set out in Annexure A;
- 1.2.47. **"Rental Review Periods"** means, if applicable, the rental review periods stipulated in Annexure A;
- 1.2.48. **"Parties"** means the Lessor and the Lessee and **"Party"** means either one of them as the context may indicate;
- 1.2.49. **"Republic"** means the Republic of South Africa;
- 1.2.50. **"Sewerage Removal Charges"** means the charges payable in respect of sewerage removal from the Leased Premises, whether such services have been supplied by the local authority or the Lessor, as specified in Annexure A;
- 1.2.51. **"Signature Date"** means the date of signing of this Lease Agreement by the Party signing last in time, provided that both Parties sign this Lease Agreement;
- 1.2.52. **"Specified Purpose"** means the specified purpose for which the Leased Premises may be used, as specified in Annexure A;

- 1.2.53. **"Suretyship"** means a suretyship provided by a third-party approved by the Lessor, as security for the Lessee's obligations under this Lease Agreement, which suretyship shall, unless otherwise agreed by the Parties in writing, take the form of and contain the terms set out pro-forma suretyship attached hereto as Annexure D;
- 1.2.54. **"Surrounding Property"** means the property surrounding the Leased Premises, including (if applicable) the Common Areas, as more fully described in Annexure A and as illustrated in Annexure C; and
- 1.2.55. **"VAT"** means value added tax, as defined in the Value Added Tax Act, 89 of 1991;
- 1.3. a reference to any Law is to that Law as at the Signature Date and as amended or re-enacted from time to time;
- 1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in this clause 1, effect shall be given to it as if it were a substantive provision contained elsewhere in this Lease Agreement;
- 1.5. when any number of days is prescribed in this Lease Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding day which is not a Business Day;
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. expressions defined in this Lease Agreement shall bear the same meanings in Annexures which do not themselves contain their own conflicting definitions;
- 1.8. reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s;
- 1.9. the use of any expression in this Lease Agreement covering a process available under the law of the Republic such as a winding-up for example,

shall if any of the Parties are subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction;

- 1.10. where any term is defined within the context of any particular clause in this Lease Agreement, the term so defined, unless it is clear from the clause in question that such term has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Lease Agreement, notwithstanding that that term has not been defined in this clause 1;
- 1.11. the expiration or termination of this Lease Agreement shall not affect such of the provisions of this Lease Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.12. the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply;
- 1.13. any reference in this Lease Agreement to a Party shall include a reference to that Party's assigns expressly permitted under this Lease Agreement and, if such Party is liquidated or sequestrated, be applicable to and binding upon that Party's liquidator or trustee, as the case may be;
- 1.14. the words "**include**", "**including**" and "**in particular**" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s;
- 1.15. the words "**other**" and "**otherwise**" shall not be construed with any preceding words where a wider construction is possible.

2. **LEASED PREMISES**

The Lessor hereby lets to the Lessee, who hereby hires, the Leased Premises.

3. LEASE AGREEMENT

3.1. For the sake of clarity, the Parties record that this Lease Agreement comprises of:

3.1.1. the general terms and conditions set out in the Main Agreement;

3.1.2. the key commercial terms set out in Annexure A; and

3.1.3. the other Annexures.

3.2. In the event of any conflict with the provisions of the Main Agreement and the provisions of any Annexure, the provisions of the Main Agreement shall prevail.

4. DURATION OF LEASE AGREEMENT

4.1. This Lease Agreement shall commence on the Commencement Date, irrespective of whether the Lessee has taken occupation or not and shall subsist for the Lease Period unless terminated earlier, either by mutual agreement between the Parties, or otherwise in accordance with the provisions of this Lease Agreement.

4.2. The Lessor shall have a right to terminate this Lease Agreement at any time prior to the end of the Lease Period and without cause, on three (3) months written notice to the Lessee.

4.3. At the end of the Lease Period, the Lessee shall vacate the Leased Premises. Failure by the Lessee to vacate the Leased Premises after the end of the Lease Period shall constitute "holding over" and the provisions of clause 41 below, shall apply.

5. BUSINESS PLAN

5.1. The Lessee must submit a Business Plan to the Lessor for approval in writing no later than 30 (thirty) days prior to the intended Signature Date or by such later date as may be agreed by the Parties in writing.

5.2. Where the Business Plan has not been approved by the Lessor prior to the Signature Date, the requirement to submit a Business Plan and have it

approved by the Lessor shall be a condition precedent to this Lease Agreement ("**Condition Precedent**").

- 5.3. Where the Condition Precedent is not satisfied by the date which is 30 (thirty) days after the Signature Date or by such later date as may be agreed by the Parties in writing, then this Lease Agreement shall cease to be in force and effect (save for those provisions which must necessarily survive) and the Parties shall be returned to the positions they would have been in had this Lease Agreement not been executed by the Parties (which shall include the Lessor vacating the Leased Premises to the extent that the Lessee has already taken beneficial occupation of the Leased Premises). While the Parties shall use the best endeavours to procure the fulfilment of the Condition Precedent, neither Party shall have any claim against the other Party as a consequence of the failure to fulfil the Condition Precedent, whatever the cause of such failure and whomever may be responsible therefor.
- 5.4. The Business Plan shall contain such information and documents as may be reasonably required by the Lessor, including:
 - 5.4.1. detailed information regarding the various plans, contingency arrangements and implementation undertakings that the Lessor requires the Lessee to prepare, implement, comply with, observe and report on or that the Lessee proposes to prepare, implement, comply with, observe and report on in relation to the Leased Premises and the Lessee's use and enjoyment thereof or otherwise in connection with this Lease Agreement, including:
 - 5.4.1.1. the BBBEE Target Plan;
 - 5.4.1.2. the Environmental Management Plan and Impact & Aspect Register);
 - 5.4.1.3. Health and Safety Plan;
 - 5.4.1.4. a Maintenance Plan;
 - 5.4.1.5. Regulatory Permits and Licences;
 - 5.4.1.6. any other plan as may be required by the Lessor, from time to time;

- 5.4.2. the full names, identity numbers and residential addresses of the persons exercising management control over the Lessee;
- 5.4.3. an organogram indicating the Lessee's holding, subsidiary and/or affiliated companies;
- 5.4.4. an organogram setting out the organisational structure of the Lessee;
- 5.4.5. the full names, identity or company registration numbers and residential or business addresses of any person (whether natural and juristic):
 - 5.4.5.1. having a direct or indirect economic, ownership, beneficial or other interest in the Lessee ("**Interest**"), including the beneficiaries of any trust that holds an such Interest or any person whose Interest is held by a nominee; or
 - 5.4.5.2. which either directly or indirectly controls the Lessee's or any of its subsidiary or affiliated companies' boards of directors;
- 5.4.6. the Lessee's projected business cash flows, up-to-date and most recent audited financial statements (including a detailed balance sheet, income statement and cashflow statement) which must be signed by the Lessee's external auditors and shareholders, management accounts for the last 6 months, letters of commitment from its bankers or from its customers and/or clients, its long and short-term business strategy, details of any investments that will be made by and any development and/or operational plans of Lessee in connection with the Leased Property;
- 5.4.7. details of the Lessee's operation methodology, including equipment to be used, planned staff complement and hours of work;
- 5.4.8. any additional information that the Lessor may reasonably require from time to time; and
- 5.4.9. the basis upon which the Lessee's implementation of and compliance with an approved Business Plan will be monitored, assessed and reported on.
- 5.5. The Lessor shall no later than 21 (twenty-one) days after the Lessee submits its Business Plan, notify the Lessee in writing whether or not it approves the Business Plan, and to the extent that it doesn't approve the Business Plan

the further information to be provided and/or changes to be made to the Business Plan by the Lessor ("**Approval Process**"). The Parties shall repeat the Approval Process until such time as the Business Plan is approved by the Lessor or the Lessor advises the Lessee that it wishes to terminate negotiations in connection with the conclusion of the Lease Agreement.

- 5.6. Nothing in this Lease Agreement shall oblige the Lessor to approve the Business Plan, notwithstanding any additional information provided by and/or changes made to the Business Plan by the Lessee.
- 5.7. The Lessee shall be bound by any representations made or undertakings given in an approved Business Plan and shall notify the Lessor in writing should any of the assumptions made in the Business Plan prove to be false or otherwise materially inaccurate, should there be any failure to implement the Business Plan in full, or any failure to honour and fulfil the undertakings given by the Lessee in the Business Plan, in both instances within the agreed time frame.
- 5.8. The Lessee shall on a quarterly basis during the subsistence of this Lease Agreement, provide the Lessor with a written report (in a format agreed by the Parties in writing) regarding its efforts to implement and its compliance with the Business Plan.
- 5.9. The Lessor may in its discretion require the Lessee to provide it with:
 - 5.9.1. such information and/or documentation;
 - 5.9.2. such details regarding its operations on the Leased Premises (which includes the right to interview the Lessor's employees or contractors); and
 - 5.9.3. provide it with access to the Leased Premises, on reasonable prior notice, from time to time for the purpose of enabling the Lessor to monitor and assess the Lessee's compliance with the Business Plan.
- 5.10. The Lessee shall update the Business Plan annually and shall submit any such update to the Lessor for approval in accordance with the Approval

Process at least 30 (thirty) days prior to each anniversary of the Signature Date.

- 5.11. Any failure by the Lessee to implement in full, or to honour and fulfil any Undertakings given in the most recently approved Business Plan within the agreed time frame shall be a material breach of this Lease Agreement entitling the Lessor to the remedies set out in clause 39, in addition and without prejudice to any other remedy available to the Lessor in terms of this Lease Agreement and/or at Law. In any such circumstances the Lessor shall further be entitled to claim proven loss or damage suffered by the Lessor from the Lessee or alternatively, as a pre-estimate of the loss or damage suffered by the Lessor as a consequence of the breach, a penalty in an amount equal to 50% (fifty percent) of the monthly Rental payable by the Lessee for so long as such breach persists.

6. LESSOR'S POLICIES

- 6.1. The Lessee warrants that:
- 6.1.1. it is fully aware that the Lessor conducts its business in accordance with, inter alia, the Lessor's Policies which the Parties agree are in alignment with the Regulatory Universe; and
- 6.1.2. it is fully aware of and conversant with the content of all documents referred to in the Regulatory Universe and the implications thereof.
- 6.2. The Lessee shall conduct its business from the Leased Premises strictly in accordance with the Lessor's Policies, the Regulatory Universe and the most recently approved Business Plan.
- 6.3. The Lessor shall be entitled (on reasonable written notice to the Lessee) to amend any or all of the Lessor's Policies provided that such amendment shall be reasonable, shall continue to be in alignment with the Regulatory Universe and shall apply generally to all lessees of land and/or premises from the Lessor (including the Lessee).
- 6.4. The Lessee shall from time to time, upon being required to do so on reasonable prior notice from the Lessor, meet with the Lessor and/or its duly

authorised representatives for the purpose of reviewing the extent to which the Lessor's Policies are complied with by the Lessee, and shall generally provide the Lessor and its duly authorised representatives with all documentation and with such assistance as they may be reasonably required for that purpose. The Lessor shall be entitled to give the Lessee written notice of:

- 6.4.1. remedial measures to be undertaken by the Lessee in order to ensure that the Lessor's Policies are complied with; and
- 6.4.2. a reasonable time period within which such remedial measures must commence and/or be completed.
- 6.5. The failure by the Lessee to timeously implement any remedial measures of which it is notified in writing in accordance with the provisions of clause 6.4 shall constitute a material breach by the Lessee of the provisions of this Lease Agreement entitling the Lessor to the remedies set out in clause 39, in addition and without prejudice to any other remedy available to the Lessor in terms of this Lease Agreement and/or at Law. In any such circumstances the Lessor shall further be entitled to claim proven loss or damage suffered by the Lessor from the Lessee or alternatively, as a pre-estimate of the loss or damage suffered by the Lessor as a consequence of the breach, a penalty in an amount equal to 50% (fifty percent) of the monthly Rental payable by the Lessee for so long as such breach persists.

Additionally, in the event of the Lessee failing to remedy a material breach in terms of clause 6.5 above, within 4 (four) months of receipt of a written notice from the Lessor in terms of clause 6.4, the Lessor shall be entitled in its sole discretion to terminate the Lease Agreement with immediate effect by notice in writing to the Lessee in terms of clause 41.

- 6.6. The Lessor shall be entitled, on reasonable written notice to the Lessee, to require the Lessee to effect and implement such amendments to its Business Plan as may from time to time be reasonably necessary in order to ensure that such Business Plan complies with the Lessor's Policies.

- 6.7. The Lessee shall have no claim against the Lessor arising from any loss or damage which it may suffer as a consequence of implementing any amendments to its Business Plan required by Lessor.

7. OCCUPATION OF THE LEASED PREMISES

The Lessee shall be given vacant occupation of the Leased Premises with effect from the Commencement Date or such earlier or later date as may be agreed by the Parties in writing.

8. SPECIFIED PURPOSE

The Leased Premises is let to the Lessee for the Specified Purpose only. The Lessee shall not use the Leased Premises for any other purpose whatsoever without the prior written consent of the Lessor, which consent may be withheld by the Lessor in its sole discretion.

9. DEPOSIT

- 9.1. The Lessee shall pay to the Lessor, the Deposit comprising of:
- 9.1.1. the Initial Deposit which shall be payable on the Signature Date; and
- 9.1.2. if applicable, the Periodic Deposit, the amount of which shall be calculated with reference to the percentage increase in the Rental, which amount will be paid by the Lessee within 5 (five) Business Days of any Rental escalation coming into effect.
- 9.2. The Lessor shall have the right to apply the whole Deposit, or a portion thereof, towards the payment of any arrear Rental, Operating Costs, Refuse Removal Charges, Sewerage Removal Charges, all charges relating to the supply and consumption of water and electricity on the Leased Premises, all expenses incurred in connection with the reinstatement of the Leased Premises following termination of this Lease Agreement to the condition it was in on the Commencement Date, fair wear and tear excluded and/or any other amount for which the Lessee is liable in terms of this Lease Agreement. If any portion of the Deposit is so applied, the Lessee shall reinstate the Deposit to its original amount within 10 (ten) days of being requested to do so by the Lessor in writing.

- 9.3. The Deposit or the balance thereof, as the case may be, shall be refunded by the Lessor to the Lessee without interest:
- 9.3.1. after the Lessee has vacated the Leased Premises;
 - 9.3.2. after all the Lessee's obligations to the Lessor in terms of this Lease Agreement have been fully discharged; and
 - 9.3.3. once a take back inspection in accordance with clause 44 has been conducted by the Lessor and Lessee.
- 9.4. In lieu of paying the Deposit referred to in clause 9.1 above in cash, the Lessee may submit an unconditional bank guarantee for an equivalent amount in the form and containing the terms reflected in Annexure E or in such other form or containing such terms as may be agreed by the Parties, which bank guarantee shall be valid for the duration of this Lease Agreement as well as for a period of at least 6 (six) months after the termination of this Lease Agreement, whether by the effluxion of time or otherwise;
- 9.5. The deposit referred to in this clause 9 shall not be subject to VAT.

10. **RENTAL**

- 10.1. The Lessee shall pay to the Lessor the Rental, in advance on or before the first day of the month, which rental shall increase from time to time in the manner contemplated in Annexure A by the Escalation Rate.
- 10.2. In addition to, but separately and distinctly from the Rental, the Lessee shall pay, where applicable:
- 10.2.1. the Operating Costs in respect of the Leased Premises on a monthly basis;
 - 10.2.2. all costs incurred by the Lessor in connection with any repairs required to and the maintenance and upkeep of the Leased Premise and Surrounding Areas, on the basis that where other lessee's have access to the Surrounding Area and the amenities thereon, the cost of effecting repairs thereon and for the maintenance and upkeep of the Surrounding Areas shall be apportioned between the Lessee and all such other lessee's on an equitable basis;

- 10.2.3. the Refuse Removal Charges, Sewerage Removal Charges and any charges in connection with the supply and consumption of water and electricity on the Lease Premises; and
- 10.2.4. such additional charges as may be specified in this Lease Agreement.
- 10.3. The Rental shall be due and payable by the Lessee to the Lessor in accordance with Annexure A.
- 10.4. In the event that the Rental and/or any other amounts are payable by the Lessee to the Lessor in terms of this Lease Agreement on a monthly basis, such amounts shall be paid by the Lessee in advance on or before the first Business Day of each calendar month.
- 10.5. All amounts payable by the Lessee in terms of this clause 10 shall be subject to VAT.

11. METHOD OF PAYMENT

- 11.1 The Lessor shall be entitled to require the Lessee to effect payments of all amounts due under this Lease Agreement by means of an electronic funds transfer from an account held by the Lessee with a financial institution of the Lessee's choosing, provided that such financial institution is able to immediately transfer payments to the banking account nominated by the Lessor, as and when required. The Lessee shall ensure that it completes and signs the EFT Application Form which shall be provided by the Lessor to the Lessee.
- 11.2 The Lessee shall not be permitted under any circumstances to settle any amount due in terms of this Lease Agreement by means of a cash payment at the Lessor's offices.
- 11.3 Payment of any amount due under this Lease Agreement shall be deemed to have been made only when the relevant amount has been duly credited to and reflects as having been received into the Lessor's nominated bank account.

- 11.4 All amounts payable by the Lessee to the Lessor in terms of this Lease Agreement shall be paid free of set-off and/or deduction of any nature whatsoever.
- 11.5 In the event that the Lessee is liable to make payment of any charges to the Lessor in respect of Refuse Removal Charges, Sewerage Removal Charges, or the supply and consumption of water and/or electricity on the Lease Premises, the Lessee acknowledges that such charges may vary from time to time and the Lessee shall be bound to pay such variable charges as invoiced by the Lessor.
- 11.6 In the event of the termination of this Lease Agreement prior to the Expiry Date, or prior to the expiry of any Rental Renewal Period, as the case may be, the Lessor shall have the right to claim immediate payment of all and any outstanding amounts owing to it and the Lessee shall be obliged to effect payment of the amounts so claimed within 3 (three) days of the termination of this Lease Agreement.

12. **ESCALATION RATE**

The Rental payable by the Lessee to the Lessor and the Lessee's contribution to Operating Costs shall increase each year on the anniversary of the Commencement Date by applying the Escalation Rate to the preceding year's Rental and Operating Costs amount.

13. **RENTAL REVIEW**

- 13.1 In the event that a Rental Review Period has been agreed by the Parties, the Parties agree that they shall, 6 (six) months prior to the expiry of any such period, meet and endeavour to agree upon the Rental and Escalation Rate that will apply in that Rental Review Period. In the event that the Lessee is not forthcoming and/or delays and/or refuses to participate in such process and continues to do so for a period of 21 (twenty-one) days from the initial request by the Lessor to participate in the rental review process, then the Rental and Escalation Rate for such period shall be determined by the Lessor with reference to the rental and escalation applicable to the lease

by the Lessor of similar property and any such determination shall be final and binding upon the Lessee.

- 13.2 Alternatively, the Lessor may in its sole discretion, in the event of the Parties being unable to agree upon the Rental and Escalation Rate that will apply during any Rental Review Period in terms of clause 13.1 above, require the Rental and Escalation Rate for the relevant Rental Review Period to be determined by a registered Transnet approved valuer or a valuer registered with the South African Council for the Property Valuers' Profession ("**SACPVP**").
- 13.3 In the event of any Rental and Escalation Rate determination being referred to the SACPVP, the council shall provide 3 (three) names of property valuers, each having at least 10 (ten) years standing, being registered with the SACPVP and having practiced predominately in the same locality as the Leased Premises, for the purposes of determining the Rental and Escalation Rate for the relevant Rental Review Period.
- 13.4 The Parties, on receipt of the names of the property valuers, will agree on which one of the 3 (three) Valuers will be selected to make the determination and in the absence of agreement the determination shall be made by the valuer selected by the Lessor in its sole discretion.
- 13.5 Forthwith following the appointment of the SACPVP Valuer, each Party shall submit a written estimate of the Rental and Escalation Rate that should apply during the relevant Rental Review Period (which shall in both instances not be lower than the last agreed Rental and Escalation Rate), to such valuer, together with any information supporting such estimate.
- 13.6 The SACPVP Valuer will act as an expert (and not as an arbitrator) and within 30 (thirty) days after being appointed, will determine the Rental and the Escalation Rate for the Leased Premises for the relevant Rental Review Period, which determination shall be reduced to writing and shall be binding upon the parties.
- 13.7 The costs of the SACPVP Valuer shall be borne equally by the Parties.

- 13.8 Notwithstanding anything to the contrary contained in this Lease Agreement, pending the determination of the Rental and the Escalation Rate in respect of any Rental Review Period, the Lessee shall continue to pay Rental equal to the Rental which prevailed in the month immediately prior to the matter being referred for determination, escalated at the Escalation Rate stipulated in Annexure A, until such determination is made. Following the determination by the SACPVP Valuer, the Lessee shall on demand pay any additional amount it would have had to pay in respect of the period commencing on the day that the matter was referred for determination and ending on the day on which the determination is made, both dates inclusive.
- 13.9 For the sake of clarity, the Rental payable during any period after the matter is referred for determination in terms of this clause 13, shall not at any stage be less than the Rental payable prior to such referral.
- 13.10 Any Rental and Escalation Rate determination in terms of this clause 13 shall, in the absence of manifest error, be final and binding on the Parties and shall apply until the next Rental Review Period, if applicable. In addition, the Lessee shall increase the amount of its Deposit in proportion to the increase in Rental and shall within 5 (five) days of such determination, pay the Periodic Deposit to the Lessor.

14. ADDITIONAL CHARGES

- 14.11 The Lessee shall pay the following additional charges to the Lessor:
- 14.11.1 in the event that the Lessor supplies water and/or electricity to the Lessee, the applicable water and/or electricity fees that may be charged by the Lessor to the Lessee, from time to time, in accordance with the provisions of clauses 31 (Services by Lessor or Relevant Authority), 32 (Supply of Electricity by the Lessor) and 33 (Supply of Water by the Lessor) below;
- 14.11.2 the Sewerage Removal Charges;
- 14.11.3 the Refuse Removal Charges; and
- 14.11.4 any other taxes, levies, assessment rates or charges payable by the Lessor or which may hereafter become payable by the Lessor to a local authority

or utilities provider in respect of the Leased Premises, whether in accordance with the provisions of this Lease Agreement or otherwise.

- 14.12 If at any time during the subsistence of this Lease Agreement, the charges in respect of taxes, levies, assessment rates, sewerage removal, refuse removal or any other charges payable by the Lessor, are increased, the Lessee shall pay an additional amount equal to such increases from the date on which such increases became effective.

15. ADMINISTRATION FEE

The Lessee shall on the Signature Date, pay to the Lessor the Administration Fee stipulated in Annexure A.

16. USE OF LEASED PREMISES

- 16.1 The Lessee shall not:

- 16.1.1 vacate the Leased Premises or allow the Leased Premises to remain unused, unless the prior written consent of the Lessor is obtained;
- 16.1.2 store explosives, flammable goods or toxic substances or liquids on the Leased Premises, except in so far as such storage may be reasonably necessary for the conduct of its business and provided that the Lessee obtains the prior written consent of the Lessor to store such items;
- 16.1.3 use the Leased Premises for residential purposes or as sleeping quarters, unless the prior written consent of the Lessor is obtained, and such consent shall be determined solely at the Lessors discretion;
- 16.1.4 do anything that detracts from the appearance of the Leased Premises and/or the Surrounding Property;
- 16.1.5 do or cause anything to be done which may cause a nuisance or inconvenience to the Lessor or to any other lessees or to occupants of adjoining properties; and
- 16.1.6 install any safe or heavy machinery (including automated teller machines) or heavy equipment or other material on any floor, other than at ground

level where there is no basement or parking area below, on or in the Leased Premises without the prior written consent of the Lessor, which consent may, in the Lessor's discretion, contain such conditions as the Lessor may determine. In such cases, the Lessor shall provide the Lessee with the floor loading capacity of the applicable building.

- 16.2 The Lessee undertakes to obtain, maintain and renew all licenses, permits or other necessary consents to conduct its business on or from the Leased Premises. The Lessor does not warrant that the Leased Premises are fit for the purposes for which it is let or that the Lessee will be granted a license in respect of the Leased Premises for conducting its business, or that any license will be renewed and the Lessor shall not be responsible to do any work or make any alterations or repairs to the Leased Premises to comply with the requirements of any licensing authority.

17. USE OF COMMON AREAS

The Common Areas shall at all times be subject to the exclusive control and management of the Lessor, and the Lessor shall have the right from time to time to establish, modify and enforce by written notice to the Lessee and other lessees on the Surrounding Property rules and regulations with respect thereto and generally to do or perform such other acts in and to the Common Areas as the Lessor, in exercising good business judgement, believes are necessary in order to improve the convenience and manner in which the Common Areas are used by the Lessee and other lessees, their officers, agents, employees and customers.

18. LOADING AND UNLOADING OF GOODS

- 18.1 All loading, delivery and unloading of goods, merchandise, supplies and fixtures to and from the Leased Premises shall be done only at such times, in such areas and through such entrances as may be designated for the purpose by the Lessor and shall be subject to such rules and regulations as in the discretion of the Lessor are necessary for the proper administration of the Leased Premises and the Surrounding Property.

18.2 The Lessee shall ensure that its vehicles do not obstruct the free flow of traffic, the entrances or exits of any driveway or the pedestrian entrances to the Leased Premises and the Surrounding Property.

18.3 The Lessee shall not:

18.3.1 cause or permit its vehicles to be parked in the parking areas or the driveways on the Surrounding Property designated by the Lessor as customers' parking areas and driveways; and

18.3.2 place or permit any obstruction to be placed in or on the parking areas or driveways on the Surrounding Property designated by the Lessor as customer's parking areas or driveways.

19. **LESSEE'S GENERAL OBLIGATIONS AND RESTRICTIONS**

19.1 The Lessee shall:

19.1.1 not contravene or permit the contravention of any law, by-law or statutory regulation or the conditions of any licence relating to or affecting the occupation of the Leased Premises or the carrying on of the Lessee's permitted business therein, or which may expose the Lessor to any claim, action or prosecution;

19.1.2 not contravene any of the conditions of title under which the Lessor holds title to the Property, nor any Laws which the Lessor is required to observe by reason of its ownership of the Leased Premises;

19.1.3 not be entitled to withhold or delay payment of any monies due by the Lessee to the Lessor in terms of this Lease Agreement by reason of the Leased Premises or any part thereof being in a defective condition or in a state of disrepair, or for any other reason whatsoever;

19.1.4 have no claims of any nature whatsoever against the Lessor in respect of any damage caused to the Lessee's stock-in-trade, furniture, equipment, installations, books, papers or other articles kept in the Leased Premises or any other damage or loss caused to or sustained by the Lessee in the Leased Premises whatsoever, whether as a result of water seepage or leakage

wherever and howsoever occurring in the Leased Premises, or as a result of rain, hail, lightning, fire, riot or civil commotion or by reason of the negligence of the Lessor's employees;

- 19.1.5 have no claim of any nature whatsoever, whether for damages or a remission of rent, against the Lessor for any interruption in the supply of water, electricity, heating, air conditioning, lifts or any other service;
- 19.1.6 have no claim of any nature whatsoever against the Lessor for any accident, injury or damage caused to its representatives, employees, customers or invitees through or while using any portion of the Leased Premises, whether arising out of the negligence of the Lessor, the Lessor's servants or any other cause, other than wilful or grossly negligent acts on the part of the Lessor or its servants;
- 19.1.7 undertake to make timeous application for any licences and/or any renewals thereof that are necessary for the conduct of its business in the Leased Premises and to furnish the Lessor with copies of such licences and/or renewals, as soon as may be reasonably possible thereafter;
- 19.1.8 ensure that as far as is reasonably possible all vehicles entering and exiting the Leased Premises or the Surrounding Property shall be organised and regulated so as to avoid traffic congestion. In particular, no vehicles shall be permitted to park or queue outside the Leased Premises or the Surrounding Property;
- 19.1.9 be required to obtain the prior written consent of the Lessor, in the event that it becomes necessary to rezone the Leased Premises in order to enable the Lessee to conduct its business, such consent shall be in the absolute discretion of the Lessor, who may withhold same without giving any reason therefor;
- 19.1.10 submit an updated and valid BBBEE certificate from an authorised verification agency annually to the Lessor; and
- 19.1.11 ensure that it maintains at least a Level 4 BBBEE status for the duration of this Lease and must notify the Lessor in the event that its BBBEE status reaches above Level 4 and must provide reasons for the change in BBBEE

status. Upon receipt of such notification, the Lessor shall at its sole discretion determine the manner in which the matter shall be dealt with, including termination of Lease due to non-compliance with the Lessor's BBBEE requirements.

20. EMERGENCY PLAN

- 20.1 In the event that the Lessor requires the Lessee to put in place measures in respect of or in connection with emergencies, the Lessor shall be entitled, upon written notice to the Lessee, to require the Lessee to submit to the Lessor a detailed emergency plan dealing with measures that the Lessee intends proposing in respect of or in connection with emergencies at the Leased Premises, which emergency plan shall be subject to the satisfaction of the Lessor in its sole discretion.
- 20.2 The Lessee undertakes to comply with the provisions of the emergency plan approved by the Lessor in terms of this clause 20, including ensuring, inter alia, that:
- 20.2.1 the provisions of the emergency plan are implemented fully;
 - 20.2.2 the emergency plan complies with the provisions of any insurance policies in respect of the Leased Premises;
 - 20.2.3 the Lessor is duly notified of any failure by the Lessee (for whatever reason) to comply with any provision of the emergency plan; and
 - 20.2.4 the Lessor is duly notified of the occurrence of any emergency, whether or not such emergency may fall within the ambit of the emergency plan.
- 20.3 The Lessee hereby acknowledges that the provisions of this clause 20 shall not in any way derogate from any other duties or responsibilities that the Lessee may, from time to time, incur in respect of emergencies.
- 20.4 The Lessee shall be obliged to co-operate fully in respect of any BOI instituted by the Lessor, which co-operation shall include but is not limited to:

- 20.4.1 the submission of all relevant reports and documentation in respect of any incident within the Leased Premises, as requested by the Lessor; and
- 20.4.2 ensuring that all relevant personnel attend every session of the BOI which it is required to attend and to which employees are invited.

21. **INSURANCE**

- 21.1 The Lessor shall provide insurance cover for damage to the Leased Premises including any Improvement situated thereon, for any perils normally covered by the insurance policies of the South African Special Risk Insurance Association and which the Lessor may, in its discretion, choose to take out insurance in respect of.
- 21.2 The Lessor shall obtain insurance cover from an insurer of its choice for any and all other reasonable commercial or other risk that may exist or arise in relation to the Leased Premises, or any Improvement to the Leased Premises or any use of the Leased Premises or any Improvement thereto, but which shall not include insurance for any risk in respect of and in connection with any moveable's owned by the Lessee situated in, on, or around the Leased Premises.
- 21.3 The Lessor shall obtain contractors all risk insurance cover for any Improvement that is undertaken by the Lessor on the Leased Premises, in respect of perils that are normally covered by insurance policies of this nature.
- 21.4 The Lessee shall obtain contractors all risk insurance cover for any Improvement that is undertaken by the Lessee on the Lease Premises, in respect of perils that are normally covered by insurance policies of this nature.
- 21.5 The Lessee shall take out, at its own cost, public liability insurance cover, including an endorsement in respect of the Lessee's liability (which conforms to its activities in or on the Leased Premises) and shall keep the same valid for the duration of this Lease Agreement and for such amounts as will reasonably indemnify the Lessee against all claims arising out of the business which the Lessee conducts on the Leased Premises.

- 21.6 If applicable, the Lessee shall pay on demand to the Lessor any increase in the insurance policy premiums payable by the Lessor to its insurer which results from any improvements that the Lessee has made to the Leased Premises.
- 21.7 The Lessee shall furnish the Lessor with proof of any payments that it may have made in respect of the premiums payable under the insurance policies referred to in this clause 21, and proof of any renewal of such insurance policies, as and when such events occur.
- 21.8 The Lessee warrants that it shall not do, or omit to do, anything or keep in or on the Leased Premises (including any Improvement on the Leased Premises) anything or allow anything to be done in or to the Leased Premises (including any Improvement on the Leased Premises) contrary to any of the terms of the insurance policies taken out in relation to the Leased Premises or which may render such insurance policies void or voidable and the Lessee shall comply in all respects with the terms and conditions of any such insurance policies.
- 21.9 The Lessee hereby indemnifies the Lessor against any loss or damage that the Lessor may incur (including but not limited to loss as a result of the claims by third parties against the Lessor) due to the Lessee not complying with the provisions of this clause 21.
- 21.10 Notwithstanding any other provision contained in this Lease Agreement, a failure by the Lessee to comply with any obligation under this clause 21 shall constitute a material breach of this Lease Agreement.
- 21.11 The Lessee shall provide insurance cover, to the value accepted by the Lessor, for damage to the Leased Premises including any Improvement situated thereon, for any perils normally covered by the insurance policies of the South African Special Risk Insurance Association.

22. MAINTENANCE

- 22.1 Notwithstanding any additional maintenance obligations that may be imposed on the Lessee in this Lease Agreement:

- 22.1.1 the Lessee shall keep and maintain the Leased Premises in good order and condition at its own cost to the satisfaction of the Lessor and, upon expiration or earlier termination of this Lease Agreement, shall deliver the Leased Premises to the Lessor in a good order and condition, fair wear and tear excepted; the Lessee shall also be responsible for and shall at its own cost and expense maintain (and where applicable, replace) all air conditioning and heating systems serving the Leased Premises.
- 22.1.2 the Lessee shall exercise great care to prevent any blockage of sewers, water pipes or drains in, on or used in connection with the Leased Premises and shall remove at his own cost any obstruction or blockage in any sewer, water pipe or drain serving the Leased Premises exclusively and, where necessary, repair the sewer, water pipe or drain concerned;
- 22.1.3 in the event of the Lessee's failure to replace or make good or repair any item for which he is responsible in terms of this Lease Agreement and if it remains in default for a period of 7 (seven) days after written notice has been made or given by the Lessor calling upon it to replace or make good or repair such item, the Lessor shall be entitled, without prejudice to any other rights, to enter upon the Leased Premises and replace or make good or repair such items at the Lessee's cost;
- 22.1.4 in the event of a burglary or attempted burglary on the Leased Premises, the Lessee shall at his own cost arrange for the repair of any damage to the Leased Premises caused by such burglary or attempted burglary to the satisfaction of the Lessor;
- 22.1.5 in the event of any damage to the Leased Premises (including any Improvement) the Lessee shall, within 24 (twenty-four) hours of it becoming aware of such damage, report such damage to the Lessor, in order to enable the Lessor to seek recourse from the relevant insurer. Notwithstanding the Lessee's compliance with this clause 22.1.5, the Lessee shall be responsible for the payment of any excess amount that may be applicable as the time of the occurrence that resulted in such damage; and
- 22.1.6 in the event that any civil and/or electrical maintenance is required to be undertaken at the Leased Premises, the Lessee shall, at its own cost, procure

that such maintenance shall be performed by suitably qualified and registered specialists, to the satisfaction of the Lessor; and

22.1.7 Any Maintenance works conducted on the Leased Premises shall be inspected and certified by the Lessor's authorised representatives.

22.2 The Lessor shall, subject to the provisions of clause 44 (Improvements by Lessor), remain responsible for all structural repairs, which include but are not limited to , roof leaks, major cracks on walls and floors required to be effected to the Leased Premises and for the maintenance and upkeep of all Common Areas and/or Surrounding Property. It is expressly provided that (notwithstanding the foregoing) all structural repairs required to be affected by reason of:

22.2.1 the failure by the Lessee to comply with its maintenance obligations in terms of this clause 22; or

22.2.2 the improper use of the Leased Premises by the Lessee; or

22.2.3 any damage caused by the Lessee (or its employees, representatives and contractors) and/or by any third party,

shall be the responsibility of the Lessee and shall be paid for by the Lessee on demand.

23. **RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS**

23.1 Notwithstanding any additional obligations that may be imposed on the Lessee in this Lease Agreement, the Lessee shall be responsible for:

23.1.1 the safety, safe use and maintenance of the electrical installations in the Leased Premises;

23.1.2 the safety of the conductors connecting the electrical installations to the point of supply; and

23.1.3 procuring the issue of a valid certificate of compliance in respect of the electrical installations in the Leased Premises. The Lessee shall be responsible to keep and maintain in good order and condition at its own cost

the complete electrical installation on the Leased Premises, according to the terms and conditions contained in this Lease Agreement.

- 23.1.4 Notwithstanding Clause 23.1.3, the Lessor shall be responsible for procuring the certificate of compliance prior to occupation of the premises.
- 23.1.5 Upon termination of the Lease Agreement, the Lessee shall furnish the Lessor with the valid certificate of compliance not older than two (2) years.
- 23.2 The Lessee hereby indemnifies the Lessor against all claims, damages or losses of any nature whatsoever which the Lessor may sustain as a result of the Lessee failing to comply with any of its obligations under this clause 23.

24. **WAYLEAVE**

- 24.1 Wayleaves through the Property for existing and future utilities, such as gas, water, electricity, sewerage and drainage, telecommunications and fuel supply, shall be granted by the Lessee to the Lessor if reasonably required by the Lessor at any stage during the course of this Lease Agreement. Without derogating from the generality of the foregoing, the Lessee shall allow the Lessor or its subcontractors to lay, maintain, repair and use such underground services on or across the Property provided it will not interfere with or diminish the Lessee's rights to use the Property, without becoming liable to pay any compensation to the Lessee or to grant any reduction in rent.
- 24.2 The Lessee shall not interfere with or take any action which is detrimental to the efficient supply of utilities to neighbouring areas or any premises within the Port or do or allow anything to be done that would render the laying, maintenance, repair and use of utilities within the Property or the supply thereof to neighbouring areas or any premises within the Port impracticable.
- 24.3 In the event that the exercise by the Lessor of its rights in terms of clause 24.1 hereof results in damage to the Terminal Infrastructure or Equipment or any improvements made or assets of the Lessee, then the Lessor undertakes to compensate the Lessee for the reasonable costs of repairing such damage.

- 24.4 Wayleaves through the Port outside the Property for existing and future utilities, such as gas, water, electricity, sewerage and drainage, telecommunications and fuel supply or pipe racks to the Property will be granted by the Lessor to the Lessee, if, in the reasonable discretion of the Lessor, it is required by the Lessee at any stage during the duration of the Lease Agreement.

25. SIGNAGE

- 25.1 All signage (including the content, appearance, location and manner in which such signage is affixed) to be displayed by the Lessee on or about the Leased Premises shall be subject (and shall not be displayed without) the prior written approval of the Lessor.
- 25.2 Without limiting the generality of clause 25 above, the Lessee shall not display any movable signage and/or advertising material on or about the Leased Premises without the prior written approval of the Lessor.

26. ACCESS TO THE LEASED PREMISES

- 26.1 The Lessor may have to enter the Leased Premises for the purposes of conducting inspections, in an emergency or in terms of an order of court. In that event, the Lessor and/or its duly authorised employees or agents may, upon giving the Lessee reasonable notice, enter upon and inspect the Leased Premises, and do all things necessary in order to enable the Lessor to ascertain, determine and ensure that there is strict compliance with the terms and conditions of this Lease Agreement (including without limitation, any annexure to the Lease Agreement), the policies of the Lessor and any laws or regulatory requirements that may be imposed in respect of the Leased Premises.
- 26.2 The Lessee undertakes to afford the persons inspecting the Leased Premises in terms of this clause 26 with access to the Leased Premises and the Lessee's facilities for the purposes of such inspections.
- 26.3 The Lessor undertakes to ensure that the persons inspecting the Leased Premises in terms of this clause 26 will comply with all the safety and security stipulations of the Lessee whilst such persons are on the Leased

Premises and/or have access to the Lessee's facilities. The Lessee undertakes in this regard to inform the Lessor of all such safety and security stipulations of the Lessee, within a reasonable period prior to the Lessee inspecting the Leased Premises.

26.4 The Lessee shall, under no circumstances, have any claim against the Lessor and/or the persons inspecting the Leased Premises in terms of this clause 26, for loss of beneficial occupation, loss of profits or otherwise.

26.5 It is specifically agreed that where such damage is caused by the wilful act or gross negligence of the Lessor, its employees or agents, neither the Lessor nor any employee or agent of the Lessor shall be responsible for any loss or damage to any property or for the death or injury of any person arising out of their activities in terms of this clause 26 and the Lessee indemnifies the Lessor and its employees and agents in this regard.

27. SECURITY

27.1 The Lessee shall be entitled to establish and maintain such security measures (including access control) as it may deem necessary to ensure or promote security on or about the Leased Premises. Such security measures shall comply with every applicable Law.

27.2 It is expressly provided that the Lessor shall have no responsibility to provide security services in connection with the Leased Premises and the Lessor shall have no liability whatsoever to the Lessee and/or any third party arising from any breach or failure of any security measures implemented by the Lessee.

28. RODENT INFESTATION

28.1 Should any evidence of rodent infestation be found, the Lessee should at its own cost arrange for the proper disinfestation of the Leased Premises.

28.2 The Lessee shall notify the Lessor if and when the Leased Premises are to become unoccupied, and should the Lessor deem it necessary to disinfest the Leased Premises, the Lessee shall render all assistance required by the Lessor to effect such disinfestations, and the Lessee shall be liable for the

cost thereof, but only in as much as it relates to the Leased Premises and/or the Lessee's proportional share of the Common Areas, if applicable.

29. **ENVIRONMENTAL**

- 29.1 The Lessee shall immediately after the Signature Date procure that the Leased Premises are inspected by a suitably qualified independent Environmental expert nominated by it (which environmental expert shall be approved by the Lessor) in order to determine if any environmental pollution and/or contamination exists on or about the Leased Premises and/or if any remedial measures are to be undertaken in terms of any Law relating to the conservation and/or preservation of the natural environment ("**environmental law**") or otherwise ("**baseline study**"). The Lessee shall furnish the Lessor with a copy of the baseline study immediately upon completion thereof.
- 29.2 If the baseline study reflects the existence of any such pollution or contamination, then the Lessor shall be responsible for such remedial measures as are required to be undertaken.
- 29.3 If the Lessee fails to procure a baseline study within 3 (three) months after the Commencement Date, then the Leased Premises shall be deemed to have been free of pollution and contamination as at the Commencement Date.
- 29.4 The Lessee will be responsible for any pollution and contamination which it may cause or effect to the Leased Premises after the Commencement Date, for which purpose the baseline study (if any) shall be prima facie evidence of pollution and/or contamination existing as at the Commencement Date.
- 29.5 The Lessee shall:
- 29.5.1 not later than the Expiry Date cause such remedial measures as may be necessary and/or required in terms of any environmental Law to be taken; and
- 29.5.2 indemnify the Lessor against any loss or damage (including remediation costs, fines, enforcement actions and the like) which the Lessor may suffer

as a consequence of the Lessee having polluted or contaminated the Leased Premises and/or any neighbouring properties in any way.

29.5.3 Upon the expiry, cancellation, or termination of this lease agreement, the Lessee shall be obliged at its own cost, to conduct a Baseline Study by an Independent Environmental Expert, clean up, remove and rehabilitate any pollution, environmental degradation or environmental impact that may have occurred during its operation of the leased premises in accordance with the requirements of the Law and Lessor's requirements.

29.6 The Lessee shall submit an environmental management plan for approval in writing no later than 30 (thirty) days prior to the signature date in respect of the Leased Premises and the use thereof by the Lessee. Such Environmental Plan shall comply with every applicable Law and regulatory standard and shall address the following:

29.6.1 Environmental Compliance measures to regulatory requirements

29.6.2 pollution prevention measures;

29.6.3 waste management measures;

29.6.4 preventative and/or remedial measures to be undertaken;

29.6.5 Environmental Monitoring Programme;

29.6.6 Environmental Impact and Aspect Register; and

29.6.7 such other matters as the Lessor may in its discretion direct.

29.7 The Lessor may in its sole and absolute discretion:

29.7.1 at any time during the Lease Period,

on written notice to the Lessee require a comprehensive environmental site assessment to be undertaken in respect of the Leased Premises and the use thereof by the Lessee ("**site assessment**").

29.8 Such site assessment shall include:

- 29.8.1 an analysis of the bio-physical, social, cultural, economic, aesthetic and technological impact (including such other impacts as the Lessor may in its sole discretion direct) of the Leased Premises and the use thereof; and
- 29.8.2 preventative and/or remedial measures to be undertaken to minimise such impacts.
- 29.8.3 The site assessment shall be undertaken at the cost and expense of the Lessee by suitably qualified environmental experts and other professional consultants as may be reasonably approved of by the Lessor.
- 29.9 The Lessee shall, without limiting any other similar or corresponding obligation contained elsewhere in this Lease Agreement, comply strictly with every Environmental Management Plan and environmental regulatory permits and Licences including in particular all preventative and remedial measures that may be identified therein.
- 29.10 The Lessee shall allow the Lessor and its duly authorised representatives access to the Leased Premises and shall furnish them with such reasonable assistance as may be necessary to enable them to determine the extent to which the Lessee has complied with its obligations in terms of this clause 29 , Environmental Management Plan, Environmental Law or has failed to do so. The Lessor shall be entitled at any time to give the Lessee written notice of:
 - 29.10.1 remedial measures to be undertaken by the Lessee in order to ensure compliance with its obligations in terms of clause 29 hereof; and
 - 29.10.2 reasonable time periods within which such remedial measures are to be commenced with and/or completed.
- 29.11 The failure by the Lessee to timeously comply with notice given by the Lessor to the Lessee in terms of clause 29.11 shall constitute a material breach of this Lease Agreement.
- 29.12 Without limitation by inference from any other provision contained in this Lease Agreement the Lessee shall generally comply with every environmental Law and shall not do anything or omit to do anything on or

about the Leased Premises and/or its surrounds that will or is likely to pollute or contaminate the environment or any part thereof.

29.13 The Lessor may in its sole and absolute discretion by written notice exempt the Lessee from any or all of the provisions of this clause. Any such exemption shall not be construed as to limit the obligations of the Lessee in terms of any environmental Law.

29.14 The Lessee must within 24 hours inform the Lessor of any spillage or pollution incident that may have an impact on the Environment as per section 62(5)(g) of the National Ports Act, 12 of 2005.

29.15 The Lessee shall provide the Lessor within 24 hours with copies of any Notices and Directives issued by a Competent Authority to the Lessee to take steps to address pollution or negative impact on the Environment.

30. **HEALTH AND SAFETY**

30.1 The Lessee shall submit a Health and Safety Plan to the Lessor for approval in writing no later than 30 (thirty) days prior to the intended Signature Date or by such later date as may be agreed by the Parties in writing.

30.2 The Health and Safety Plan must be accompanied with a document that will indicate what the leased site will be used for which shall include a detailed scope of the activities. The Lessee shall, at its cost, meet the requirements of the health and safety plan, in respect of all areas of the Leased Premises, and the services or processes it intends to undertake, in accordance with the requirements of the Occupational Health and Safety Act No 85 of 1993.

30.3 The Lessee shall be responsible for:

30.3.1 The implementation of and adherence to the International Maritime Dangerous Goods Code and its regulations;

30.3.2 Compliance with the Occupational Health and Safety Act No 85 of 1993 and regulations promulgated in terms of that Act;

- 30.3.3 Procuring and implementing systems and services for the prevention, monitoring, detection and extinguishment of fires or explosions; and
- 30.3.4 Maintaining a working environment which is safe and designed to minimise the risk of injury or illness to any person present on the leased premises and to minimise the risk of loss or damage to the leased premises in accordance with all applicable health and safety legislation and the further written requirements of the Lessor.
- 30.3.5 Shall notify the lessor of any changes in the activities to allow the lessor to exercise oversight in ensuring that emerging risks are mitigated.
- 30.4 The Lessee may not keep or store any hazardous or flammable substances unless:
 - 30.4.1 It reasonably requires such hazardous or flammable substances to be kept or stored to enable it to conduct its business on the Leased Premises;
 - 30.4.2 It has obtained the prior written approval of the Lessor; and
 - 30.4.3 It is in compliance with the applicable Law in respect of hazardous substances in general and that specific hazardous substance, in particular.
- 30.5 The Lessor may, from time to time, require the Lessee, by notice in writing, to provide and install, at the Lessee's cost, such further devices, appliances and installations as the Lessor may reasonably consider necessary to minimise the risk of any fire occurring or to prevent the spread of any fire which may occur. The Lessee shall, when so required, comply with the requirements set forth in such notice within the time period specified in the notice.
- 30.6 The Lessee shall be required to ensure that it avails and/or procures appropriate and suitably qualified emergency response personnel to manage emergencies in the Leased Premises and shall submit, at the request of the Lessor, all and any emergency response plans it has prepared in respect of the Leased Premises.

- 30.7 The Lessee shall be obliged to submit a written report to the Lessor in respect of any incident which occurs in the Leased Premises, within 24 (twenty-four) hours of the occurrence of such incident as Section 62.5 of the National Ports Act.
- 30.8 The Lessee shall provide the Lessor with copies of any Notices and Directives issued by a Competent Authority to the Lessee to take steps to address the Health and Safety non-compliances within 24 hours of receipt of same.

31. SERVICES BY LESSOR OR RELEVANT AUTHORITY

- 31.1 The Lessee shall, save where the Lessee occupies only a portion of the Property, at his own cost, arrange with any government, regional, local or other lawful authority or any utilities provider for the supply of electricity and water, and of sewerage removal, refuse removal and other services that are not or, at the absolute discretion of the Lessor, will not be rendered by the Lessor to the Lessee, but which may be required in respect of any of the activities which are to be carried out in or on the Leased Premises.
- 31.2 Where the Leased Premises does not comprise the entire property owned by the Lessor, the Lessor shall endeavour to supply a metered electrical connection point within the Leased Premises for use by the Lessee.
- 31.3 Notwithstanding the liability of the Lessee in terms of clause 30.1 above, the Lessee shall be required to make payment to the Lessor in accordance with the provisions of this Main Agreement, which payment shall be in respect of the Lessor's liability to any authority or to any utilities service provider, as the case may be, for the services contemplated in clause 30.1 above.
- 31.4 In the event that the Lessor elects to supply water, electricity, sewerage removal and/or refuse removal services to the Lessee, the Lessee shall be required to make payment to the Lessor of all costs and/or fees in connection with the availability and consumption of water and electricity, or the provision of sewerage removal and refuse removal services, in accordance with the provisions of this Lease Agreement. The Lessor shall not be responsible for the quality of water supplied.

32. SUPPLY OF ELECTRICITY BY THE LESSOR

- 32.1 In the event that the Lessor supplies electricity in terms of clause 31.4 above, the Lessor shall endeavour to maintain an efficient and continuous supply of electricity but does not guarantee continuity of supply and the Lessee acknowledges that interruptions may take place at any time without prior notice to the Lessee.
- 32.2 The Lessor shall not be liable for any failure or accident or damage that may be caused or sustained directly or indirectly by reason of such failure or generally in relation to supply by the Lessor of electricity.
- 32.3 The electricity supply may only be used by the Lessee for its own purposes and at the Leased Premises.
- 32.4 Should the Lessee lease the entire Leased Premises it shall be responsible for the payment of the electricity deposit required by the supply authority and shall pay the same on demand to the supply authority. Should the Lessor be required to pay the deposit, the Lessee shall refund the Lessor on demand.
- 32.5 Should the electricity installations be damaged as a result of fire or from any other cause, the Lessee must, within 24 (twenty - four) hours of it becoming aware of such damage, report such occurrence to the Lessor, irrespective of the nature of the incident and/or the amount involved. The Lessee shall, in addition, be responsible for any excess payable in respect of a claim that may arise in respect of any insurance policy taken out by the Lessor in this regard.
- 32.6 The Lessee shall pay for electricity in accordance with its consumption as measured by the electricity meter/s installed at the Leased Premises and at the prevailing rates and tariffs applicable from time to time. Should the Leased Premises not have a separate meter and should the Lessee request the installation of a separate meter or should the Lessor deem it necessary to install a separate meter, the installation costs and all other costs associated with the installation of such meter shall be paid by the Lessee.

- 32.7 If either Party to this Lease Agreement has reason to doubt the accuracy of any meter reading, it shall be entitled to request that the meter be tested. If it is found that the meter is registering correctly, the cost of such test shall be borne by the Party who requested the test to be carried out. For the purpose of this clause 32 the meter shall be deemed to be registering correctly if the relevant meter readings are accurate within a 5% (five percent) tolerance.
- 32.8 If it is found that the meter is registering incorrectly it shall be assumed that the fault only arose after the last meter reading and the Lessee's account will not be retrospectively adjusted.
- 32.9 The meter/s recording the electricity consumed in accordance with this Lease Agreement shall be read by an authorised representative of the Lessor and shall take place at such intervals as may be deemed appropriate by the Lessor. Where the readings are not done monthly the Lessee will be provided with an account based on its estimated consumption, with such account being adjusted from time to time on the basis of actual consumption.
- 32.10 The meter/s shall be sealed by an authorised representative of the Lessor. If any unauthorised person interferes with such seals, the Lessor shall have the right to disconnect and withhold the electricity supply until such time as the installation is inspected for defects.
- 32.11 The Lessor reserves the right to reasonably amend the rates and tariffs applicable to the supply of electricity from time to time, provided that the Lessee is given 1 (one) calendar month written notice to this effect and provided that the amended rates and tariffs are within the rates and tariffs set by the relevant authority.
- 32.12 The Lessee shall not interfere or cause any interruption in the electricity supply to any adjacent premises.
- 32.13 Should there be no meter installed to register the electricity consumed by the Lessee, the Lessor shall charge the Lessee its Pro-Rata Share of the costs of electricity consumed within the Property.

- 32.14 The Rental in relation to the Leased Premises shall be inclusive of the Pro-Rata share costs of electricity consumed until such time as a separate meter is installed.

33. SUPPLY OF WATER BY THE LESSOR

- 33.1 In the event that the Lessor supplies water in terms of clause 31.4 above, the Lessor shall endeavour to maintain an efficient and continuous water supply but does not guarantee continuity of supply and the Lessee acknowledges that interruptions may take place at any time without prior notice to the Lessee.
- 33.2 The Lessor shall not be liable for any failure or accident or damage that may be caused or sustained directly or indirectly by reason of such failure or generally in relation to supply by the Lessor of water.
- 33.3 The water supply supplied by the Lessor may only be used by the Lessee for its own purposes and in relation to the Leased Premises. The Lessee uses the water at its own risk and the Lessor is not responsible should the quality of the water deteriorate, the pressure weakens or become unsuitable for human consumption.
- 33.4 The Lessee shall pay for water in accordance with its consumption as measured by the water meter/s installed at the Leased Premises and at the prevailing rates and tariffs applicable from time to time. Should the Leased Premises not have a separate meter and should the Lessee request the installation of a separate meter or should the Lessor deem it necessary to install a separate meter, the installation costs and all other costs associated with the installation of such meter shall be paid by the Lessee on demand.
- 33.5 In the event of any meter at any time registering incorrectly or ceasing to register at all, the consumption of water shall for the period during which the meter was registering incorrectly or not registering, be based on the average consumption recorded for the 3 (three) preceding months.
- 33.6 If it is found that the meter is registering incorrectly or ceasing to register at all, the consumption of water for the period during which the meter was

registering incorrectly or not registering, shall be based on the average consumption recorded for the 3 (three) preceding months.

- 33.7 If it is found that the meter is registering incorrectly it shall be assumed that the fault only arose after the last meter reading and the Lessee's account will not be retrospectively adjusted.
- 33.8 If either Party to this Lease Agreement at any time has reason to doubt the accuracy of the meter readings, it shall be entitled to request that the meter be tested. If it is found that the meter is registering correctly, the cost of such a test shall be borne by the Party who requested the test to be carried out. For the purpose of this clause 33 the meter shall be deemed to be registering correctly if the relevant meter readings are accurate within a 5% (five percent) tolerance.
- 33.9 The meter/s recording the water consumed in accordance with this Lease Agreement shall be read by an authorised representative of the Lessor, which meter readings can take place at such intervals as may be deemed appropriate by the Lessor. Where the readings are not done monthly the Lessee will be provided with an account based on its estimated consumption, with such account being adjusted from time to time on the basis of actual consumption.
- 33.10 The meter/s shall be sealed by an authorised representative of the Lessor. If any unauthorised person interferes with such seals, the Lessor shall have the right to disconnect and withhold the water supply until such time as the installation is inspected for defects.
- 33.11 The Lessor reserves the right to reasonably amend the rates and tariffs applicable to the supply of water from time to time, provided that the Lessee is given 1 (one) calendar month written notice to this effect and provided that the amended rates and tariffs are within the rates and tariffs set by the relevant authority.
- 33.12 The Lessee shall not interfere or cause any interruption in the water supply to any adjacent premises.

33.13 Should there be no meter installed to register the water consumed by the Lessee, the Lessor shall charge the Lessee its Pro-Rata Share of the costs of water consumed within the Property.

33.14 The Rental in relation to the Leased Premises shall be inclusive of the Pro-Rata Share of water consumed until such time as a separate meter is installed.

34. CESSION, SUBLETTING AND OCCUPATION

34.1 The Lessee shall not:

34.1.1 cede, assign or delegate any of its rights or duties under this Lease Agreement;

34.1.2 sublet the Leased Premises or any part thereof; or

34.1.3 place anyone else in occupation of the Leased Premises or any part thereof, on any conditions whatsoever or for any reason whatsoever, without the Lessor's prior written consent, which consent will be determined by the Lessor in its sole discretion.

35. RELAXATION OR NOVATION OF LEASE AGREEMENT

No relaxation or indulgence which the Lessor may permit the Lessee shall in any way prejudice the Lessor's rights in terms of this Lease Agreement and, in particular, no acceptance by the Lessor of Rental or any other payment after due date (whether on one or more occasions), nor any other act or omission by the Lessor, including the rendering of accounts after due date, shall preclude or stop the Lessor from exercising any of its rights in terms of this Lease Agreement. Unless otherwise notified in writing by the Lessor to the Lessee, receipt of any Rental or other payment by the Lessor shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation effected or right of cancellation acquired prior to such receipt. The Lessor shall be entitled, in its sole discretion, to apportion any amounts received from the Lessee towards the payment of any cause, debt or amount owing by the Lessee to the Lessor.

36. **INDEMNITY**

36.1 The Lessee shall not have any right, remedy or claim of any nature whatsoever against the Lessor for any loss, damage (whether general, special or consequential), expense or injury which may be suffered by the Lessee, directly or indirectly, arising out of or relating to this Lease Agreement, irrespective of whether or not such loss, damage, expense or injury shall have been caused by the negligence of the Lessor or any person for whose acts or omissions the Lessor is vicariously liable. Without derogating from the generality of the foregoing, the Lessor shall have no liability to the Lessee in respect of any such loss, damage, expense or injury which may be suffered by the Lessee by reason of any latent or patent defect in the Leased Premises, or from any fire in or on the Leased Premises, or any theft from the Leased Premises, or by reason of the Leased Premises or any part thereof being in or falling into a defective condition or state of disrepair, or as a result of any particular repair not being effected by the Lessor either timeously or at all, or arising out of vis major or casus fortuitus, or arising out of any act of omission of any other lessee of premises of which the Leased Premises might form part or due to a change of the Leased Premises' facade, appearance or any other feature thereof, or arising in any manner whatsoever out of the use of the Leased Premises by any person.

36.2 The Lessee hereby indemnifies the Lessor and each of the Lessor's employees and representatives against any claim of any nature whatsoever which may be made against the Lessor or any such employee or representative by any of the Lessee's servants, employees, agents, invitees, customers, dependants and/or contractors arising out of any event or cause of any action referred to in clause 36.1 above.

37. **LIMITATION OF LIABILITY**

Notwithstanding any other provision contained in the Lease Agreement, the Parties agree that, in the event of the Lessor being liable to the Lessee in terms of this Lease Agreement (for any reason whatsoever) the liability of the Lessor shall be limited to no more than 3 (three) month's Rental, calculated at the time when such liability arose.

38. **CHANGE IN LAW**

- 38.1 Notwithstanding any other provision contained in this Lease Agreement, if the coming into force, adoption, amendment or repeal of any Law ("**Legal Event**") shall make it unlawful or impossible for the Lessor to comply with its obligations contained herein or shall result in the continuation of this Lease Agreement being economically unfeasible or imposing unreasonable hardship on the Lessor, then in each such event the Lessor shall be entitled to give the Lessee written notice ("**Specified Notice**") no later than 6 (six) months following the Legal Event, calling on the Lessee to enter into negotiations with the Lessor in terms of clause 38.2.
- 38.2 Within 7 (seven) days following receipt by the Lessee of the Specified Notice, the Parties shall meet and in good faith endeavour to negotiate terms and conditions to be included in the Lease Agreement in order to accommodate the Law concerned.
- 38.3 If, within 14 (fourteen) days following receipt by the Lessee of the Specified Notice, the Parties fail to negotiate or are otherwise unable to agree in writing on terms and conditions to accommodate the Legal Event concerned, to the satisfaction of the Lessor, this Lease Agreement shall immediately terminate and the provisions of clause 41.3 (Termination of Lease Agreement) shall apply mutatis mutandis.

39. **BREACH OF CONTRACT**

- 39.1 Should the Lessee:
- 39.1.1 fail to pay any amount due by the Lessee in terms of this Lease Agreement to the Lessor on due date; or
- 39.1.2 commit any material breach of this Lease Agreement;
- 39.1.3 commit any other breach of any term of this Lease Agreement, whether such breach goes to the root of this Lease Agreement or not, and fail to remedy that breach within a period of 7 (seven) Business Days after the receipt of a written notice to that effect by the Lessor; or

- 39.1.4 commit 2 (two) or more breaches of any of the terms of this Lease Agreement (whether the same term has been breached or not), within any 3 (three) month period during the term of this Lease Agreement;
- 39.1.5 commit any act of insolvency; or
- 39.1.6 fail to co-operate in the BOI by not providing any information as requested by the Lessor and further failing to attend any BOI instituted or commissioned by the Lessor.
- 39.2 On the happening of any such event, the Lessor shall be entitled, without prejudice to any other rights which he they may have under this Lease Agreement and/or Law to claim a penalty, as a pre-estimate of the loss or damage suffered by the Lessor, in an amount equal to 50% (fifty percent) of the monthly Rental payable by the Lessee for so long as the breach persists.
- 39.3 Failure by the Lessee to rectify the breach within 4 (four) months from receipt of a notice in writing from the Lessor and shall entitle the Lessor to cancel this Lease Agreement on written notice thereof to the Lessee and claim immediate repossession of the Leased Premises; or
- 39.4 to remedy such breach and recover the total cost incurred by the Lessor in doing so from the Lessee, who shall be obliged to pay the amount thereof to the Lessor forthwith; or
- 39.5 to treat the Lessee's tenancy thereafter as a monthly tenancy, terminable by the Lessor on 1 (one) month's prior written notice to the Lessee.
- 39.6 Should the Lessor be in breach of any of its obligations under this Lease Agreement, the Lessee shall be entitled to deliver written notice to the Lessor to rectify such breach within 7 (seven) Business Days (or such longer period as may be reasonably required) after giving written notice to that effect by the Lessee. Under no circumstances will the Lessee be able to claim cancellation of this Lease Agreement as a remedy for a breach by the Lessor. Furthermore, any claim that may be made by the Lessee against the Lessor in terms of this clause 39.2 shall be limited by the terms of clause 37 (Limitation of Liability) of this Lease Agreement.

- 39.7 While the Lessee remains in occupation of the Leased Premises and irrespective of any dispute between the Parties, including but not limited to, a dispute as to the Lessor's right to terminate this Lease Agreement:
- 39.8 the Lessee shall continue to pay all amounts due to the Lessor in terms of this Lease Agreement on the due dates for such payments;
- 39.9 the Lessor shall be entitled to recover and accept such payments;
- 39.10 the acceptance by the Lessor of such payments shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's right to terminate this Lease Agreement or to any damages whatsoever; and
- 39.11 the Lessee shall, in addition to any other damages or compensation due, be liable for any cost incurred by the Lessor in order to find a new lessee and shall remain liable for the Rental, Operating Costs and all other charges in terms of this Lease until the new lessee's lease agreement commences.
- 39.12 Notwithstanding the foregoing, the Lessor shall have a right, on three (3) months written notice, to terminate the Lease Agreement upon the Lessee entering into business rescue, liquidation (voluntary or by court order) and a compromise with creditors in terms of the Companies Act.

40. **INTEREST**

- 40.1 Should the Lessee fail to make any payment due in terms of this Lease Agreement on or before the due date, the Lessee shall be liable for the payment of interest on the outstanding amount, compounded monthly and calculated from the due date at a rate of 100 (one hundred) basis points above the prime rate of the bank designated by the Lessor, in its sole discretion, from time to time ("**the Bank**"). The aforementioned rate shall change, from time to time, on the same date as the prime rate changes. A certificate containing details of the applicable prime rate(s) for any appropriate period, signed by a person professing to be a manager of any branch of the Bank, and submitted by the Lessor during any legal proceedings, shall be accepted as prima facie proof as to the correctness of the contents thereof by the Lessee and it agrees to the submission and

admissibility of such certificate during any legal proceedings arising from this Lease Agreement.

40.2 In the event of the Lessee failing to pay any amount due to the Lessor, or committing any other breach of the terms and conditions embodied in this Lease Agreement, which results in the Lessor being obliged to instruct its legal advisors or attorneys to collect any such amount, or call upon the Lessee to rectify such breach, or to proceed against the Lessee for any reason, the Lessee hereby accepts liability for and undertakes to pay on demand to the Lessor all collection charges and other legal costs of the Lessor calculated on an attorney and own client basis.

40.3 A certificate signed by a financial manager, director, company secretary, credit manager or internal accountant of the Lessor shall be prima facie proof of the amount of any indebtedness owing by the Lessee to the Lessor at any time and of the fact that the due date of payment of the whole or, as the case may be, any portion of that amount has arrived.

41. **CONSEQUENCES OF TERMINATION OF LEASE AGREEMENT**

41.1 The Lessor shall be entitled to affix on the Leased Premises "TO LET" notices during the 6 (six) month period immediately preceding the Expiry Date of this Lease Agreement.

41.2 The Lessor shall be entitled to exhibit, on behalf of any new lessee of the Leased Premises any notices required in connection with any application for a licence to carry on a business in the Leased Premises during the 1 (one) month period immediately preceding the Expiry Date of this Lease Agreement.

41.3 Upon expiry or earlier termination of this Lease Agreement (for whatever reason) the Lessee shall immediately vacate the Leased Premises and restore possession of the Leased Premises to the Lessor in a good order and condition, fair wear and tear excepted. The costs related to restoring the Leased Premises in terms of this clause 41, shall be for the Lessee's account.

41.4 Should the Lessor terminate this Lease Agreement and the Lessee dispute such termination and remains in occupation of the Leased Premises pending determination of the dispute then;

41.4.1 The Lessee shall continue to pay on due date all monies due by it in terms of the Lease Agreement.

41.4.2 The Lessor shall be entitled to recover and accept those payments;

41.4.3 The acceptance by the Lessor of those payments shall be without prejudice and not constitute an acceptance of the Lessee's holding over in this manner.

41.5 Should the dispute between the Lessor and Lessee be determined in favour of the Lessor then the payments made to the Lessor in terms of clause 41.4 above shall be regarded as damages paid by the Lessee on account of loss suffered by the Lessor as a result of the holding over by the Lessee of the Leased Premises.

41.6 In all instances where the Lease Agreement is terminated early as a result of breach by the Lessee, the aggregate Rental for the remainder of the term of the Lease Agreement shall become due and payable by the Lessee.

42. **VACANT POSSESSION**

At the termination of this Lease Agreement the Lessee agrees that it will give up vacant possession of the Leased Premises to the Lessor. Should the Lessee not hand over the Leased Premises in a vacant state, the Lessor shall institute legal proceedings against the Lessee in that regard. The Lessor shall claim all costs incurred by the Lessor in obtaining vacant possession of the Leased Premises which shall be for the account of the Lessee, this includes but is not limited to eviction proceedings and the recovery of damages for unlawful holding-over of the Leased Premises.

43. **IMPROVEMENTS BY LESSEE**

43.1 The Lessee shall not be entitled to commence with any Improvement at the Leased Premises unless the Lessee has obtained the necessary regulatory

approval, the Lessee has furnished the Lessor with written proof of such approval together with any other information that may be requested by the Lessor and the Lessee has obtained the prior written consent of the Lessor to construct such Improvements, which consent may be given by the Lessor in its sole discretion and may be subject to such conditions that the Lessor may impose, from time to time.

- 43.2 The Lessee acknowledges and agrees that the Lessor shall accept no responsibility for any Improvement constructed by the Lessee in terms of this clause 43, notwithstanding any consent that the Lessor may grant the Lessee in terms of clause 43.1 above, or any inspection of the Leased Premises by the Lessor in terms of clause 26 (Access to Leased Premises) above.
- 43.3 The Lessee undertakes to abide by all lawful directions of the Lessor relating to precautionary measures that are necessary to protect the Leased Premises and/or Surrounding Property during the construction of any Improvement by the Lessee in terms of this clause 43.
- 43.4 Unless the Lessor otherwise agrees in writing, the Lessee shall not be entitled to remove any Improvement from the Leased Premises. Notwithstanding the foregoing the Lessor may require the Lessee to remove, immediately after the Expiry Date, any Improvements effected by the Lessee to the Leased Premises and to reinstate the Leased Premises to its original condition and to make good all damage occasioned by such removal.
- 43.5 Should the Lessor require the Lessee to leave all Improvements, the parties agree that the Lessor will not compensate the Lessee for the value (if any) of the Improvements undertaken by the Lessee and that the Lessee shall have no lien over the Improvements.
- 43.6 The Lessee hereby indemnifies and holds the Lessor harmless against any loss or damage, howsoever arising, which the Lessor may suffer (including, but not limited to, any claim made by any third party against the Lessor) arising out of or in connection with any Improvement undertaken in terms of this clause 43.

44. IMPROVEMENTS BY LESSOR

- 44.1 The Lessor may at any time effect such Improvements to the Leased Premises as it may deem fit provided that it shall use its reasonable endeavors to minimise disruption to the Lessee's business.
- 44.2 The Lessee shall not be entitled to any damages or compensation for any loss, damage or inconvenience suffered by the Lessee as a result of any Improvements made to the Leased Premises by the Lessor in accordance with the provisions of this clause 44.

45. REPOSSESSION OF LEASED PREMISES

- 45.1 If at any time after the Initial Period, the Leased Premises or any portion thereof, shall be required for the Lessor for any purpose whatsoever, the Lessor may (notwithstanding any provision in this Lease Agreement to the contrary) after having given the Lessee written notice of not less than the Notice of Repossession Period, enter upon the whole or any portion of the Leased Premises or retake possession of the same for such purposes as aforesaid, free of any right, title or interest which the Lessee may have in respect of the Leased Premises.
- 45.2 Should the Lessor exercise its right in terms of clause 45.1 above, the Lessee shall be entitled to remove such machinery, plant and ancillary equipment from the repossessed Leased Premises or portion thereof.
- 45.3 In the event of the Lessor retaking possession of a portion of the Leased Premises, only the Rental and Operating Costs payable from the date of repossession shall be reduced pro-rata by an amount bearing the same ratio to the Rental and Operating Costs that was payable prior to the repossession as the repossessed area bears to the whole area hereby leased.
- 45.4 Notwithstanding anything to the contrary in this clause 45 it is agreed that should the Lessor seek to retake possession of a portion only of the Leased Premises, but such repossession interferes substantially with the Lessee's use and enjoyment of the Leased Premises or has the effect of rendering the Leased Premises substantially unsuitable for the purpose of the Lessee's business, the Parties shall:

- 45.4.1 meet and, in good faith, endeavour to agree upon compensation (if any) that may be payable in respect of such repossession; and
- 45.4.2 in the event that Parties are unable to reach agreement in terms of clause 45.4.1 above, the dispute shall be resolved in terms of clause 52 (Dispute Resolution) below.
- 45.5 The provisions of this clause 45 shall not be applicable during the Initial Period.

46. REDEVELOPMENT

The Lessor may cancel this Lease Agreement without the payment of any compensation to the Lessee, upon giving notice of not less than the Notice of Redevelopment Period to the Lessee, if the Lessor wishes to redevelop or alter the Surrounding Property or any part thereof or to incorporate it into any scheme of redevelopment involving the Leased Premises, provided that this clause 46 shall not be applicable during the Initial Period.

47. OWNERSHIP OF IMPROVEMENTS FOLLOWING TERMINATION

- 47.1 Any Improvements made to the Leased Premises shall accede to the land and the ownership thereof shall vest in the Lessor without any compensation whatsoever being payable by the Lessor to the Lessee.
 - 47.1.1 Notwithstanding the provisions of clause 47.1 above, the Lessor shall have the right to:
 - 47.1.2 either retain or, at its sole and unfettered discretion, order the Lessee, at the Lessee's sole cost, to remove from the Leased Premises any such Improvement; or
 - 47.1.3 in the event that the Lessee fails to comply with an order from the Lessor to remove (or cause to be removed) from the Leased Premises any such Improvement within a reasonable time period, to affect such removal and to thereafter claim for the cost of such removal from the Lessee.

48. PLANT, MACHINERY AND ANCILLARY EQUIPMENT

48.1 The Lessee may, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed, install on the Leased Premises all such plant, machinery or ancillary equipment as it may reasonably require in relation to its business.

48.2 The Lessee's plant, machinery or ancillary equipment shall be installed:

48.2.1 in a good, proper and workmanlike manner; and

48.2.2 in accordance with the requirements of every applicable Law.

48.3 Should the Lessee fail to remove or to complete the removal of any machinery, plant or ancillary equipment upon expiry or earlier termination of this Lease Agreement, the Lessee shall forfeit the right to undertake such removal and shall have no right to claim compensation in respect of such machinery, plant or ancillary equipment, provided that the Lessor may in its sole discretion require the Lessee to undertake or complete such removal. Should the Lessee fail to comply with this requirement, the Lessor may undertake the removal and may dispose of all machinery, plant or ancillary equipment so removed and may recover the cost of such removal and disposal from the Lessee.

48.4 Should the Lessee remain in occupation of the Leased Premises unlawfully after expiry of this Lease Agreement for the purpose of removing any machinery, plant or ancillary equipment, the Lessee shall be liable for the payment of Rental, Operating Costs and all other charges in terms of this Lease Agreement in respect of such period of occupation as well as compensation for any damage or loss suffered by the Lessor as a result thereof.

49. FIRE PROTECTION MEASURES

49.1 If, in the reasonable discretion of the Lessor, the nature of the Lessee's operations on or about the Leased Premises require specific and/or additional fire protection measures to be undertaken or implemented (which may include Improvements to the Leased Premises) then:

- 49.1.1 the Lessor shall be entitled, in its sole discretion, to give the Lessee written notification of the measures to be undertaken and implemented; and
- 49.1.2 the Lessee shall as soon as reasonably possible implement such measures.
- 49.2 The provisions of this clause 49 are in addition and without prejudice to the requirements of any local or competent authority in terms of any Law with regard to fire protection measures.
- 49.3 The Lessee shall have no claim against the Lessor if it fails to notify the Lessee of any fire protection measures to be undertaken and/or if any such measures, if undertaken, subsequently prove to be inadequate. The provisions of this clause 49 are imposed strictly for the benefit of the Lessor and do not confer any rights of whatever nature upon the Lessee.
- 49.4 The Lessee indemnifies the Lessor against:
 - 49.4.1 any loss or damage that may be suffered by the Lessor; and/or
 - 49.4.2 any claim of whatever nature that may be brought against the Lessor by any third party, arising from or in connection with any fire occurring on or about the Leased Premises, whether or not the Lessee has complied with all or any of its obligations arising from this clause 48.

50. **DAMAGE AND DESTRUCTION**

- 50.1 Should any damage to, or destruction of, the whole of the Leased Premises take place, the Lessee shall have no claim whatsoever against the Lessor, irrespective of the cause or nature of such damage or destruction. The Lessor shall be entitled, within 30 (thirty) days after such damage or destruction, to decide whether or not to terminate this Lease Agreement and shall notify the Lessee of its decision in writing within such period. Should the Lessor not notify the Lessee of its decision within such period, it shall be deemed to have elected to terminate this Lease Agreement.
- 50.2 Should the Lessor elect or be deemed to have elected to terminate this Lease Agreement, the Lessee shall have no claim of any nature whatsoever against the Lessor as a result of such termination but shall not be liable for the

payment of Rental, Operating Costs or other charges from the date of such damage or destruction.

- 50.3 Should the Lessor elect not to terminate this Lease Agreement:
 - 50.3.1 the Lessor shall reinstate the Leased Premises, at its own cost as soon as is reasonably possible;
 - 50.3.2 the Lessee shall not be liable for the payment of Rental, Operating Costs or other charges for as long as it is deprived of beneficial occupation of the Leased Premises;
 - 50.3.3 the Lessee shall re-take beneficial occupation from time to time of any part of the Leased Premises which has been reinstated and the provisions of this Lease Agreement shall mutatis mutandis apply to such occupation and the Lessee shall make payment of the Rental, Operating Costs or other charges in terms of this Lease Agreement on a pro rata basis; and
 - 50.3.4 the period of this Lease Agreement shall, at the option of the Lessee, be extended by the period during which the Lessee is deprived of beneficial occupation of the whole of the Leased Premises.
- 50.4 Should any portion (but not the whole) of the Leased Premises be damaged or destroyed by any cause whatsoever, the Lessor shall be entitled within 30 (thirty) days after such damage or destruction, to decide whether or not to terminate this Lease Agreement and shall notify the Lessee of its decision in writing within such period. Should the Lessor not notify the Lessee of its decision within such period, it shall be deemed to have elected to terminate this Lease Agreement.
- 50.5 Should the Lessor elect not to terminate this Lease Agreement, then
 - 50.5.1 the Rental, Operating Costs or other charges payable by the Lessee shall be reduced pro rata to the extent of infringement upon the Lessee's right of beneficial occupation;
 - 50.5.2 the Lessor shall repair the damaged or destroyed portion of the Leased Premises at its own cost as soon as is reasonably possible; and

50.5.3 the Lessee shall have no claim whatsoever against the Lessor irrespective of the cause or nature of such damage or destruction.

50.6 In the event that the total or partial destruction is caused by any wilful act or omission of the Lessee, then (notwithstanding the provisions of this clause 50) the Lessee shall not be able to invoke the above protections and shall be liable to the Lessor for the full sum of damages sustained by it as a result of the aforesaid wilful act or omission.

51. **JURISDICTION OF COURT**

The Lessee hereby consents to the jurisdiction of the Magistrates Court for the purpose of any proceedings in terms of or incidental to this Lease Agreement, provided that either Party, may in its discretion institute proceedings in any division of the High Court having jurisdiction and in that event the costs shall be determined on the scale applicable to the High Court.

52. **DISPUTE RESOLUTION**

52.1 Subject to any other dispute resolution procedure provided for in the Main Agreement, should any dispute or claim arise between the Parties ("**the Dispute**") concerning this Lease Agreement, the Parties shall endeavour to resolve the dispute by negotiation.

52.2 If the Dispute has not been resolved by negotiation within 5 (five) Business Days of it arising, then the Lessor shall have the right to submit the Dispute to arbitration to be administered by the Arbitration Foundation of Southern Africa ("**AFSA**") or its successor, upon such terms as agreed between the Parties and the secretariat of AFSA, or failing such agreement, upon such terms as determined by the secretariat of AFSA.

52.3 Unless otherwise agreed in writing by both Parties, any such arbitration in terms of this clause 52 shall be held in the magisterial district within which the Leased Premises is situated.

52.4 Notwithstanding anything to the contrary contained in this clause 52, either Party shall be entitled to apply for and if successful, be granted, an interdict,

specific performance or urgent relief from any competent court having jurisdiction.

- 52.5 This clause 52 constitutes an irrevocable consent by each of the Parties to any proceedings in terms hereof, is severable from the rest of the Lease Agreement and shall, notwithstanding the termination of the Lease Agreement, remain in full force and effect.

53. **SURETYSHIP**

If required in terms of Annexure A for the purposes of securing the obligations of the Lessee in terms of this Lease Agreement, the Lessor may require the Lessee, on the Signature Date, to deliver to the Lessor a deed of suretyship executed by a third-party approved by the Lessor, which suretyship shall, unless otherwise agreed in writing, be in the form and shall contain such terms as set out in the pro-forma suretyship attached hereto as Annexure D.

54. **COSTS**

Any incidental and other costs in relation to this Lease Agreement, including costs payable in connection with any renewal or extension of this Lease Agreement, shall be borne by the Lessee and shall be paid upon demand.

55. **DOMICILIUM**

- 55.1 For the purposes of this Lease Agreement, including the giving of notices and the serving of legal process:

55.1.1 the Lessor chooses the Lessor's Domicilium as its domicilium citandi et executandi; and

55.1.2 the Lessee chooses the Lessee's Domicilium as its domicilium citandi et executandi.

- 55.2 A Party may at any time change its domicilium by notice in writing, provided that the new domicilium is in the Republic and consists of, or includes, a physical address at which process can be served.

- 55.3 Any notice given in connection with this Lease Agreement shall:
- 55.3.1 be delivered by hand; or
 - 55.3.2 be sent by prepaid registered post; or
 - 55.3.3 be sent by fax or e-mail, to the domicilium chosen by the Party concerned.
- 55.4 A notice given as set out above shall be deemed to have been duly given, unless the contrary is proved:
- 55.4.1 if delivered by hand: 1 (one) Business Day after delivery;
 - 55.4.2 if sent by post: 14 (fourteen) Business Days after posting; and
 - 55.4.3 if sent by fax or e-mail: on the Business Day following the day on which it was transmitted.

56. **CONFIDENTIALITY**

Notwithstanding the cancellation or termination of this Lease Agreement, neither Party shall, at any time after the conclusion of this Lease Agreement, disclose to any person or use in any manner whatsoever any of the other Party's Confidential Information or disclose the existence or contents of this Lease Agreement, provided that:

- 56.1 the receiving Party may disclose the other Party's Confidential Information and the existence and contents of this Lease Agreement to, and permit the use thereof by, its employees, representatives and professional advisors to the extent strictly necessary for the purpose of implementing or enforcing this Lease Agreement or obtaining professional advice or conducting its business. The Parties agree that any disclosure or use by any such employee, representative or advisor of such Confidential Information for any other purpose shall constitute a breach of this clause 56 by the Lessee;
- 56.2 the provisions of this clause 56 shall cease to apply to any Confidential Information of any Party which:
 - 56.2.1 is or becomes generally available to the public other than as a result of breach by either Party of its obligations in terms of this clause 56;

- 56.2.2 is also received by the receiving Party from a third party who did not acquire such Confidential Information subject to any duty of confidentiality in favour of the other Party; or
- 56.2.3 was known to the receiving Party prior to receiving it from the other Party.

57. **ANTI-BRIBERY AND ANTI-CORRUPTION**

- 57.1 The Parties warrant and represent that neither they nor any Subsidiary, Affiliate, consultant, contractor, sub-contractor or representative of such Party, nor any of their respective directors, officers, agents, employees or third-party service providers acting on their behalf ("**Related Parties**"), will take any action that would be in breach of any applicable laws relating to the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to, the Competition Act, No. 89 of 1998, the Prevention and Combatting of Corrupt Activities Act, No. 12 of 2004, the Prevention of Organized Crime Act 121 of 1998, the Protected Disclosures Act, No. 26 of 2000, the Public Finance Management Act 1 of 1999 and regulations and the Companies Act 71 of 2008, and further includes international anti-corruption treaties and regional conventions that set out obligations to fight corruption such as the United States of America's Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010, the United Nations Convention Against Corruption, the African Union Convention Against Corruption, the SADC Protocol against Corruption and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (collectively, the "**Anti-Bribery Laws**").
- 57.2 Each Party represents that its performance under this Lease Agreement will be made in compliance with the Anti-Bribery Laws.
- 57.3 Each Party warrants that it and its Related Parties will not make, offer, authorize, solicit or accept an advantage, with respect to the matters which are the subject of this Lease Agreement, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of the other Party or any public official (i.e., any person holding a legislative, administrative or judicial office,

including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organisation) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.

- 57.4 Each Party warrants that neither it nor any of its Related Parties shall make any unofficial payment to an employee of the other Party to speed up an administrative process where the outcome is already pre-determined, in the performance of its obligations in terms of this Agreement.
- 57.5 Each Party agrees and shall procure that its Related Parties agree to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under or in relation to this Lease Agreement.
- 57.6 Each Party ("**Indemnifying Party**") shall be liable for and shall indemnify, defend and hold the other Party ("**Indemnified Party**") harmless to the maximum extent provided in Law from and against any claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in connection with or arising from the investigation of, or defence against, any litigation or other judicial, administrative, or legal proceedings brought against the Indemnified Party by a regulator or governmental enforcement agency as a result of acts or omissions by the Indemnifying Party or its Related Parties in violation of, or alleged to be in violation of, the Anti-Bribery Laws.
- 57.7 Should the Lessee or any of its Related Parties be found guilty for violation of any of the applicable Anti-Bribery Laws, such shall be deemed a material breach of this Agreement.
- 57.8 Any breach of, or failure to comply with, any of the provisions of this clause 57 shall be deemed material and shall entitle the non-breaching Party to terminate the Agreement forthwith.
- 57.9 The indemnity contained in this clause 57 shall survive the termination of this Agreement.
- 57.10 Unless otherwise provided for in this Lease Agreement, no Party shall have the right to represent or make decisions on behalf of the other Party.

- 57.11 Unless otherwise provided for in this Lease Agreement, the Lessee and its Related Parties shall have no right to interact with government officials with respect to the matters which are the subject of this Lease Agreement without the written consent of the Lessor.
- 57.12 The Lessor may from time-to-time request that the Lessee provide a certification to the effect that neither it nor any of its Related Parties acting on its behalf in connection with the performance of its obligations under this Agreement have engaged in any transaction or activity in violation of the Anti-Bribery Laws. Upon request, the Lessee shall deliver such certification within 10 (ten) Business Days.
- 57.13 Each Party agrees to perform its obligations under this Lease Agreement in accordance with the applicable anti-bribery and anti-corruption laws of the territory in which such Party conducts business with the other Party as set forth herein. Each Party shall be entitled to exercise its termination right under and in accordance with the terms of this Lease Agreement to terminate this Lease Agreement immediately on written notice to the other Party, if the other Party fails to perform its material obligations.
- 57.14 Each Party agrees and shall procure that their Related Parties agree that, in connection with this Lease Agreement, they will:
- 57.14.1 not commit any act or omission which causes or could cause the other Party to breach, or commit an offence under any laws relating to anti-bribery and/or anti-corruption;
- 57.14.2 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with this Agreement and the steps taken to comply with this clause 57, and permit the other Party to inspect those records as reasonably required; and
- 57.14.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with its performance of its obligations in terms of this Agreement.
- 57.15 Each Party shall be solely responsible for the observance and performance of the relevant requirements by each of its Related Parties and shall be

directly liable to the other Party for any breach by its Related Parties. Notwithstanding the foregoing, each Related Party shall be required to comply with the relevant requirements to the extent applicable to their respective performance of activities under this Lease Agreement, including the place of such performance, if required by the relevant requirements.

- 57.16 Each Party agrees that they will be deemed to have knowledge of any conduct or omission by one or more of their Related Parties which constitutes a breach of this clause 57 and that they shall not be entitled to claim innocence or otherwise avoid the consequences of any such breach on the basis that they are able to prove that they had no actual knowledge of the conduct or omission which resulted in such breach.

58. **SEVERABILITY**

Should any provision of this Lease Agreement (including any annexures) become unenforceable, such provision shall be severed from this Lease Agreement and the remaining provisions shall be of full force and effect.

59. **AGENT'S COMMISSION**

The Lessee warrants that no agent was the effective cause of this Lease Agreement and indemnifies the Lessor against any claim for commission by any agent who may claim to have been the effective cause of this Lease Agreement.

60. **STIPULATIO ALTERI**

No part of this Lease Agreement shall constitute a stipulatio alteri in favour of any person who is not a Party to this Lease Agreement.

61. **GOVERNING LAW**

This Lease Agreement shall be governed by and construed in accordance with the laws of the Republic.

62. SIGNING OF LEASE AGREEMENT

- 62.1 The signing of this Lease Agreement by or on behalf of the Lessee shall constitute an offer to hire the Leased Premises on the terms and conditions contained in this Lease Agreement, which offer shall remain irrevocable for a period commencing on the date of receipt of the signed offer to hire and shall be available for acceptance by the Lessor for the duration of the Offer Period.
- 62.2 Signing by or on behalf of the Lessor shall constitute its acceptance of the offer. The Lessor shall, however, notify the Lessee of the acceptance of the offer although such notification shall not be construed as acceptance.
- 62.3 No lease agreement shall exist between the Lessor and Lessee until this Lease Agreement has been duly signed by or on behalf of the Lessor.

63. ANCILLARY AGREEMENTS

- 63.1 The Parties wish to record that they intend entering into the Ancillary Agreements listed in Annexure A in order to regulate the provision of services that are ancillary to this Lease Agreement.
- 63.2 The Parties agree that the terms and conditions of any Ancillary Agreement shall, in so far as this is possible, correspond with the terms and conditions contained in this Lease Agreement, in particular the provisions dealing with the period of the Ancillary Agreements.
- 63.3 In the event of any conflict between the provisions of this Lease Agreement and/or any Ancillary Agreement, the provisions of this Lease Agreement shall prevail.

64. WHOLE AGREEMENT

- 64.1 This Lease Agreement (including all annexures attached to this Lease Agreement) contains the entire agreement between the Parties hereto and no conditions, warranties or representations made by any Party shall be of any force and effect, unless it is in writing and signed by both the Lessee and Lessor.

64.2 No officer, agent or representative of either Party shall have any authority to make representations, statements or warranties that are not expressed herein, unless the same are made in writing and signed by a duly authorised person. No waiver by any Party of any of the terms of this Lease Agreement, or of a breach of any of the provisions thereof, shall be deemed to be a waiver thereafter of any such terms or of any succeeding breach.

64.3 No amendment, addition or cancellation of this Lease Agreement shall be of any force or effect unless it is reduced to writing and signed by the Parties or their duly authorised representatives.

Signed at _____ on this _____ day of _____ 20____

As witnesses:

For the Lessor

1. _____

who warrants that he/she is duly
authorised to sign this Lease
Agreement

Name:

2. _____

Designation:

Signed at _____ on this _____ day of _____ 20____

As witnesses:

For the Lessee

1. _____

who warrants that he is duly
authorised to sign this Lease
Agreement

Name:

2. _____

Designation:

ANNEXURE 11

February 2020



*TRANSNET NATIONAL PORTS
AUTHORITY (TNPA)*

ASSESSMENT OF EYETHU FISHING
BUILDINGS

***Final Assessment
Report***

TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

ASSESSMENT REPORT OF EYETHU FISHING BUILDINGS

OBM CONSULTANTS & PROJECT MANAGERS N°: 8002-001		DATE: FEBRUARY 2020	REPORT STATUS: Client Review
CARRIED OUT BY: OBM Consultants & Project Managers 11A Appaloosa Street Parsons Vlei Port Elizabeth 6025 Tel: + 27 76 916 2956		COMMISSIONED BY: Room 211, Port Administration (TNPA) 112 Green Street Port Elizabeth 6001 Tel: + 27 41 507 1767	
AUTHOR: Mr. H Foster		CLIENT CONTACT PERSONS: Mr. JP Rust	
SYNOPSIS: Final Assessment Report Rev03			
FUNCTION: Structural Engineering			
© COPYRIGHT: OBM Consultants and Project Managers (Pty) Ltd			
QUALITY VERIFICATION This report has been prepared under the controls established by a quality management system that meets the requirements of ISO9001: 2008.			
Verification	Capacity	Name	Date
By Author	Structural Technologist	H Foster	17/02/2020
Checked by	Structural Technologist	O Magqo	17/02/2020
Authorized by	Director	O Magqo	17/02/2020
Accepted by	Transnet	JP Rust	

TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

ASSESSMENT OF EYETHU FISHING BUILDINGS

1. INTRODUCTION

Transnet entered into a lease agreement with Eyethu Fishing (Pty) Ltd in August 2013, in terms of which Transnet leases to Eyethu a portion of Erf No. 1051 (in extent approximately 3991m²) and of Erf No. 1049 (in extent approximately 211m²) in the Port of Port Elizabeth.

The leased premises on Erf No. 1051, known as Eyethu Admin Building, includes a double storey structural steel frame building with IBR roof sheeting and masonry walls partially clad with IBR sheeting. The ground floor is utilized for fishing operations including cold storage fridges whilst the 1st floor is used for offices and training of personnel. The portion of Erf No. 1049 consists of a masonry face brick building and a structural steel structure which serves as an ice plant.

Annual asset inspections were conducted and it was found that the structural integrity of the buildings have become questionable. It was decided to conduct a detailed condition and structural integrity assessment of the buildings. The assessment must provide the extent of deterioration and recommend remedial work to ensure the premises are structurally sound and comply with South African Acts and Regulations, which include but are not limited to National Building Regulations, Occupational Health and Safety Act etc.

The following report outlines the current condition of the facilities in question and details the method of repairing any defects found. The report is intended to guide the design of all related structural components with the objective that the same shall be built and/or repaired to satisfy the functional and serviceability requirements and to be economical and safe.



Figure 1: Leased premises (Eyethu Admin Building and Ice Factory)

2. LOCALITY

The sites are located within the Port of Port Elizabeth as shown in Figure 2. Access to the site is gained via any of the port entrances. The closest entrance to the site is at the Baakens Valley entrance.



Figure 2: Location of leased premises

3. EYETHU FISHERIES KEY PLAN

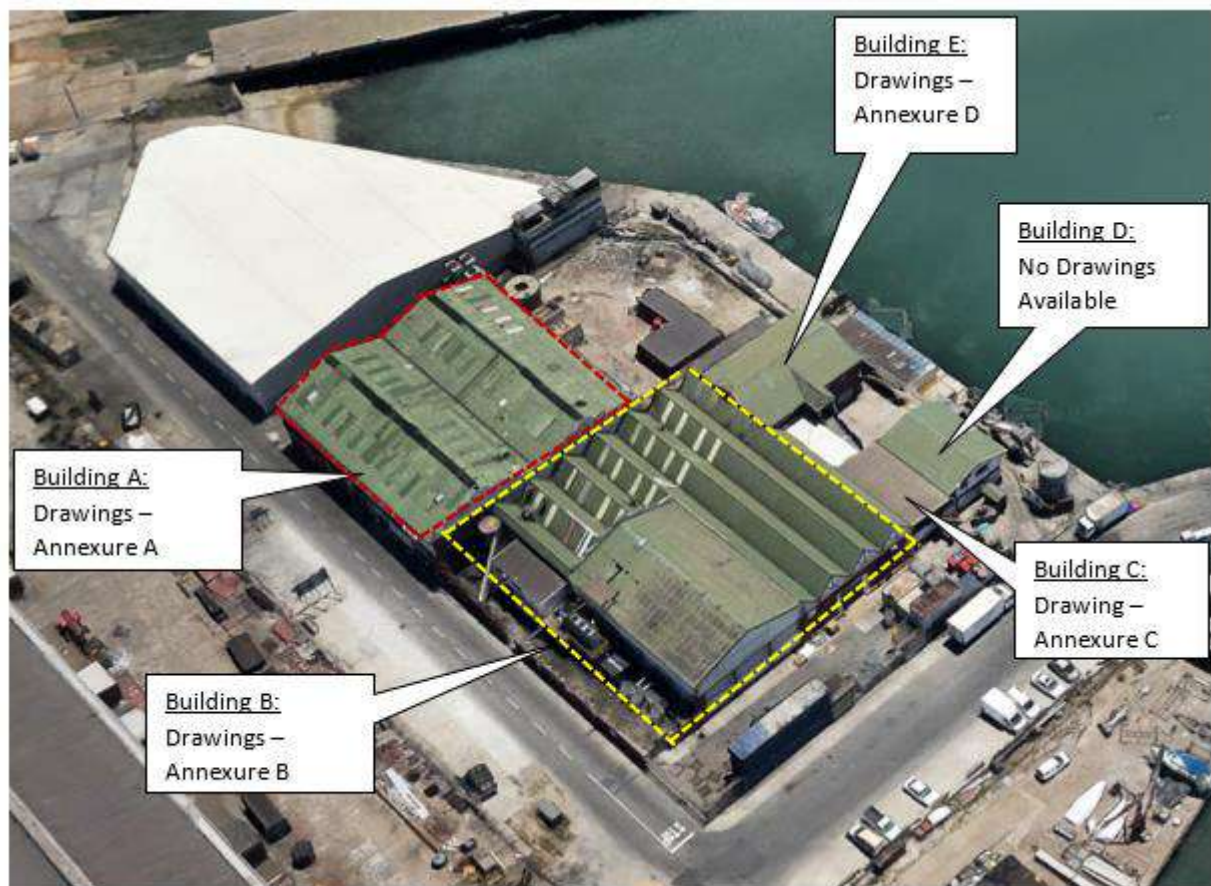


Figure 3: Eyethu Fisheries Key Plan

4. CLIENT REQUIREMENTS

TNPA requires all relevant buildings/structures on Erf 1049 and 1051 to conform to Building Regulations and capable of continuing to safely perform its intended function.

5. STATUTORY REQUIREMENTS

Occupational Health and Safety Act, 1993 Construction Regulations, 2014 Section 11 – Structures.

5.1. AN OWNER OF A STRUCTURE MUST ENSURE THAT:

- Inspections of that structure are carried out periodically by a competent person in order to render the structure safe for continued use;
- That the inspections contemplated in the bullet above are carried out at least once every six months for the first two years and thereafter yearly;
- The structure is maintained in such a manner that it remains safe for continued use;

- The records of inspections and maintenance are kept and made available on request of an inspector.

6. ASSESSMENT AND FINDINGS

Our findings are listed below for the different buildings. Refer to the Locality map (Figure 2) and the Eyethu Fisheries Key Plan (Figure 3) for cross-referencing.

6.1. BUILDING A (STORAGE AND STAFF WELFARE)

This building consists of a double steel portal frame structure and brick in-fill walls. It is a double storey structure with a concrete mezzanine floor and a timber floor. The timber floor was not part of the original building plans with no engineering or architectural as-built drawings available.

A section of the timber floor next to the canteen (Figure 4) collapsed on 13/03/2014 during a change of shift which left a number of personal severely injured.



Figure 4: Section of floor that collapsed in 2014

6.1.1. First floor:

There is very little information on the structural layout of the first floor, except for the sectional layout done by LCBT (Drawing 188/14 – Refer to Annexure A) for the

area where the structural collapse took place in 2004. There is one area where the floor boards were cut at the end of the passage near the concrete slab (Refer to figure 5). 76 x 228mm SAP rafters spaced at 415mm c/c supported on steel beams in accordance with drawing 188/14 from LCBT.

A design check was done on the timber rafters and it was found that the beams (76 x 228mm SAP Rafters @ 415mm c/c) does not satisfy the design requirements as per LCBT certification for floor loading. LCBT confirmed that the live loading can be increased to 3kN/m². According to our calculations the maximum live load for 76 x 228mm Grade 5 SAP rafters spaced @ 400mm is 2kN/m². That is not taking into consideration services that can be supported from the rafters as well which is not unlikely for an industrial building.

As per SANS 10160 the nominal imposed floor load for industrial buildings must be at least 3kN/m². We've also noted store rooms on the first floor where the imposed load can easily exceed 3kN/m² in some instances.

Not only are we concerned about the structural integrity of the floor structure, but also the requirements of SANS 10400-T: Fire protection. In accordance with SANS 10400-T, the building can be classified as D2-D3 (Low to Moderate Risk Industrial).

Except in the case of any building classified as H3 or G1 which does not exceed two storeys in height, or in the case of any building classified as H4, no suspended floor shall be permitted to be of combustible material unless such floor has ground directly below it or is not more than 50 mm above a non-combustible slab.

Therefore, in our opinion the first floor is not in compliance with SANS 10160 and SANS 10400-T.



Figure 5: Section of floor boarding cut to inspect timber rafters



Figure 6: 76 x 228mm SAP rafters spaced at 415mm c/c

Turnstile:

We believe that the turnstile restricts movement and should rather be relocated to the ground floor to avoid congregation of personnel in a concentrated area.



Figure 7: Turnstile in the passage on first floor

Maintenance office and store room:

We noticed that chemicals are being stored in this room although there is an independent chemical area.

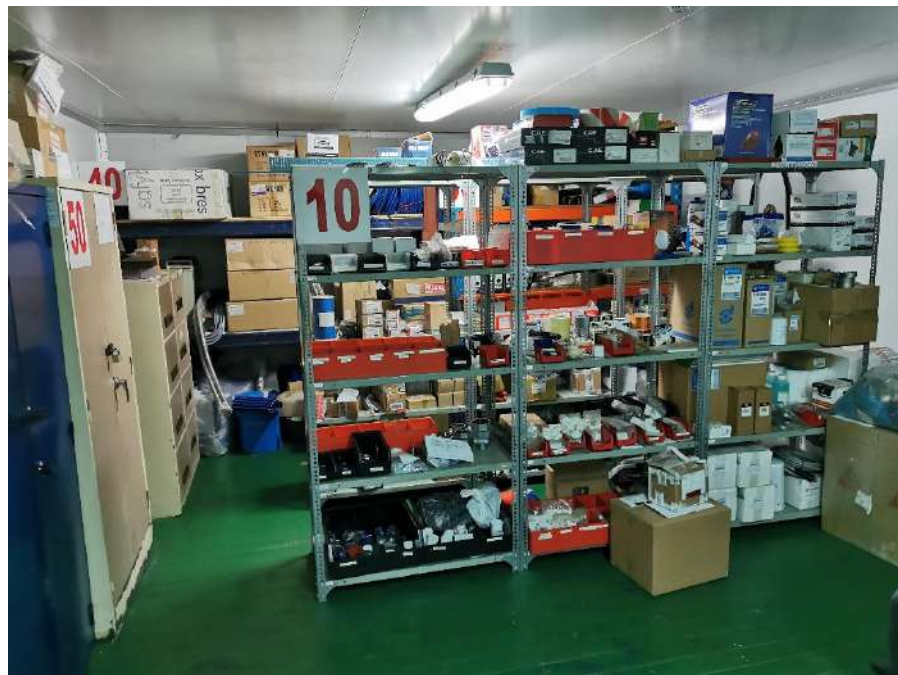


Figure 8: Chemicals stored in maintenance office and store room.

Plant room:

The floor of this room also consists of timber boarding, timber rafters and steel beams providing extra support to the floor.

It is not good practice to use timber flooring for a plant room because of the high concentrated loading of the equipment, fire regulations and also oil spillages which cannot be contained and can pose health risks especially in a food processing facility.



Figure 9: Plant room

Plant room support structure:

We modeled the support frame in Prokon and performed a second order 3D analysis to check the structural integrity of this structure.

Even though the structure was constructed in an unconventional manner (Refer to Figure 10) all the steel members and timber rafters satisfies the design requirements. Apart from the comments below this structure will be able to support a live load of 3kN/m².

There is a ± 10 mm gap between the brick wall and the 305mm deep I-beam baseplate. The gap must be filled with an approved non-shrink grout. Refer to Figure 11 below.

The IPE200 to IPE200 beam connection in Figure 12 is substandard and we would recommend that the two beams are connected with a bolted cleat.

The IPE beams supported near the back wall in Figure 13 also appears to be substandard. The beams are supported by a cross IPE beam which is connected to cantilever bolted I-beam brackets. The cross IPE beam is connected to the bolted brackets with an angle cleat which is welded to the I-beam bracket web. Although the reactions are not very big, this is not good engineering practice and one has to rely on the quality of the weld rather than the strength of materials. We recommend that each beam supported on the back wall be connected to the wall with an engineered bolted bracket or a continuous steel channel bolted to the wall with chemical anchors for the full length of the back wall.

The beam in Figure 14 is spliced with a vertical welded connection. The standard method of splicing beams with a welded connection is to have a z-step in the middle of the beam. We recommend that this welded connection is strengthening by bolting web and flange plates at this connection.

As mentioned before, the 38x228mm SAP rafters spaced at 635mm c/c would be capable of supporting a live load of 3kN/m². However, the rule of thumb is to limit rafter spacing to 450mm c/c for timber boarding. It is also not conforming to SANS 10400-T: Fire Protection. Refer to Figure 15.



Figure 10: Plant room support structure



Figure 11: Gap between I-Beam baseplate and brick wall

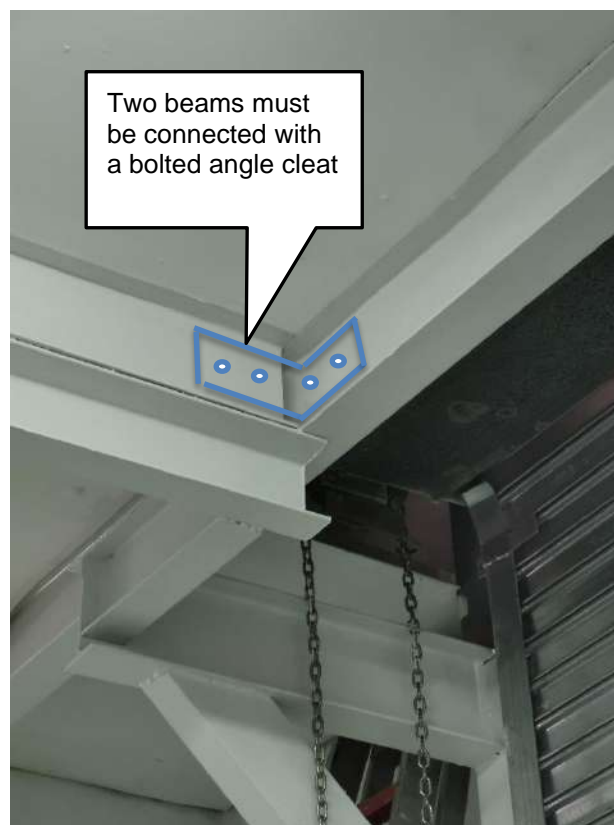


Figure 12: Bolted angle cleat required to connect two steel beams

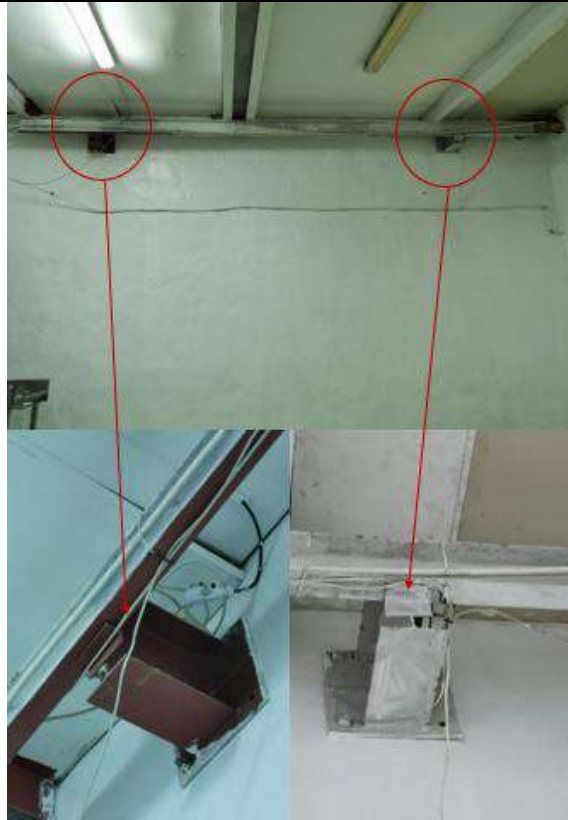


Figure 13: Beam support on back wall

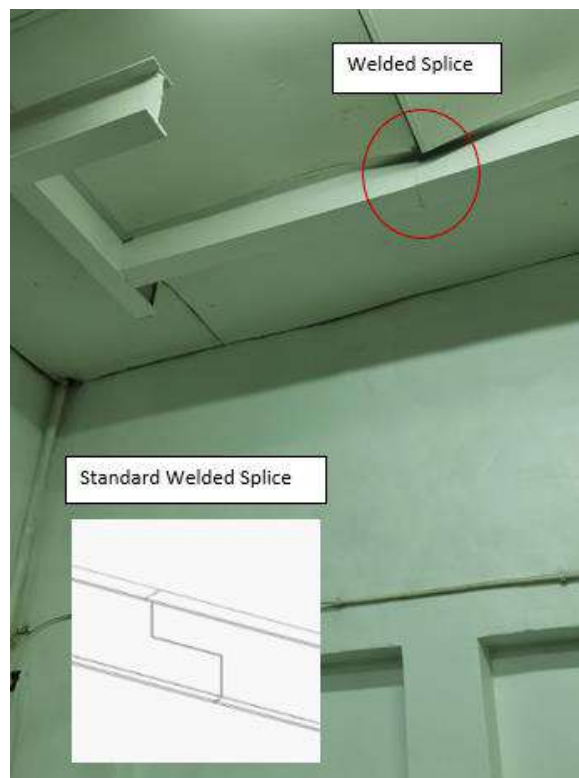


Figure 14: Vertical welded beam splice



Figure 15: Timber rafters @ 635mm c/c and timber boarding

Training room:

We noticed that an area of this room is condoned off. In principle we are in agreement with this because only a section of this floor was repaired and designed by LCBT for an increased live load. However, as mentioned before we are not in agreement with the statement from LCBT that the floor can withstand a live load of 3kN/m^2 . According to our calculations the floor joist can only support a maximum imposed load of 2kN/m^2 with the assumption that no services, ceilings etc. are supported from the rafters. Although a live load of 2kN/m^2 for classrooms and lecturing rooms is in accordance with SANS 10160 we feel that it is too borderline and would advise that this room not be used for lectures or training to avoid congregation of personnel in a concentrated area.



Figure 16: Restricted area in training room

6.1.2. Ground floor:

Boiler room (below plant room)

The two door steel stanchions are rusted just above ground level and needs to be addressed. Refer to Figure 17 below.

The floor drain does not have a cover. Refer to Figure 18 below. It is however noted that work is being done which might indicate that a drain cover will follow.



Figure 17: Rusted door steel stanchions



Figure 18: The floor drain has no cover

6.2. BUILDING B – FISH PROCESSING

This building consists of a steel portal frame structure, steel trusses and brick in-fill walls. It is a double volume structure with a mezzanine floor on the Eastern side of the building. There is a layout drawing of the original mezzanine floor, but not of the extension. There are also a number of smaller structures around this building which will be discussed in detail. There are architectural as-built drawings available of the building, but no engineering drawings.

6.2.1. INTERNAL:

Mezzanine floor:

The floor structure consists of steel beams supported by steel columns. There are no signs of distress and the floor structure is still structurally sound, intact and would be capable of continuing safely perform its intended function. Refer to Figure 18.

Roof structure:

The steel roof trusses are still in fair condition. There are some members on the valleys which displays areas of rust. Although it does not appear to be a structural concern, we recommend that all rusted areas be treated. With no paint protection the rate of corrosion will accelerate. A suggested rate of degradation would be between 10-15% per annum. Refer to Figure 20.



Figure 19: Mezzanine floor



Figure 20: Typical roof structure

6.2.2. EXTERNAL:

Evaporative condenser platform:

This structure is unstable and not structurally sound. There are 70 x 70 cantilever angles, 1.2m long and spaced at 1.7m c/c. Refer to Figure 21 below. This structure should be stiffened up to make it compliant.

There is a section with no handrail which poses a falling hazard which must be addressed. Refer to Figure 22.

There are no kick plates on the end of the walking platform. It is standard practice to have a kick plate to prevent objects rolling over the edges of the grating that could result in injuries to people below. Refer to Figure 23.



Figure 21: Evaporative condenser platform

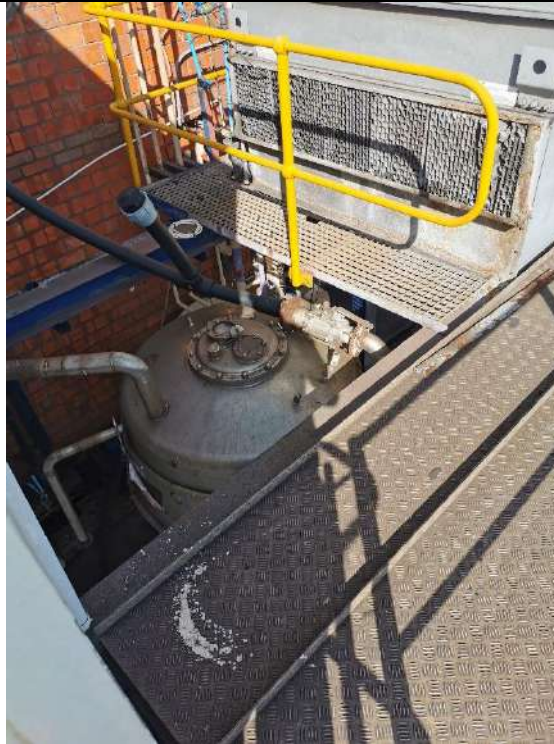


Figure 22: No handrail



Figure 23: No kick plates on the edge of the walkway

Walking platform in front of office:

There is a gap between this platform and the evaporative condenser platform. The gap needs to be covered up. Refer to Figure 24.

The cat-ladder is not secured at the top and on the surface bed, which makes it unstable. There is also a gap between the handrail and the cat-ladder which poses a falling hazard. Refer to Figure 25.

There are no kick plates on the end of the walking platform. Expanded metal type mesh was used as the walkway flooring. Although there is nothing wrong in principle of using expanded metal type mesh it is not standard practice to use it in industrial applications. Therefore, we recommend that it gets replaced with vastrap plates or rectagrid grating with kick plates on the edges. Refer to Figure 26.

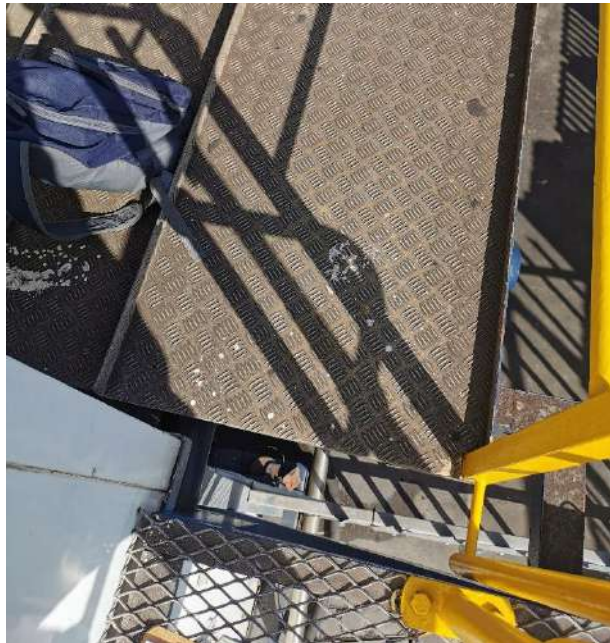


Figure 24: Gap between two platforms



Figure 25: Cat-ladder not secured and there is a gap between cat-ladder and handrail.



Figure 26: Expanded metal type mesh and no kick plates

Pipe support structure:

There is one HD bolt missing on one of the baseplates. Replace missing bolt with a chemical anchor. Secure the pipes to the support structure with aluminium straps. Refer to Figure 27.



Figure 27: One baseplate with missing HD bolt and pipe to be secured to structure with aluminum straps

Cat-ladder next to office building:

The structure appears to be stable and in a functional condition. It needs to be prepped and repainted to extend its service life. Refer to Figure 28.



Figure 28: Catladder and walkway to be prepped and painted

Boundary wall:

Some of the boundary wall pillars are not filled with concrete and are cracked. These damaged bricks must be replaced and the two pillars must be filled with concrete. Refer to Figure 30.



Figure 29: Damaged pillars to be replaced.

6.3. BUILDING C – LEAN TO STRUCTURE

This structure is an open mono-pitched structure that was constructed in-between building B and building D. The structure was designed by LCBT and the engineering drawings is attached in Annexure C.

The structure is in good condition and structurally sound.

At the top of the staircase landing the headroom is less than 2.1m and a warning sign must be placed on the side of the steel rafter. Refer to Figure 30 below.



Figure 30: Headroom less than 2.1m

6.4. BUILDING D – OFFICES

This building consists of a double storey steel portal frame structure and prefabricated structures. There is a prefab structure on the ground level and the first storey prefab structure is supported by a steel floor. There are architectural drawings for this structure but no engineering drawings.

Site measurements were taken including the structural member sizes. We created a 3D model of the structure in Prokon (Refer to Figure 30 below) to analyze the stability of the structure and to check member sizes. There are IPE200 beams along the length of the building. These IPE200 beams support IPE140 beams which are in-between the IPE140 columns. There are also IPE140 beams on each column. The internal IPE140 beams support 80 x 80 x 6 angles which in turn support timber boarding (Refer to Figure 32). The roof consists out of IPE140 portal rafters roughly at 20° to the horizontal. The portal rafters support 75 x 50 x 20 x 2 lipped angles roughly at 1.4m c/c.

We found that the overall stability of the structure is intact. The building is tied back to the lean-to structure and has cross bracing along the length of the building. However, it was found that a number of the structural components does not satisfy the minimum requirements for industrial buildings/offices. The internal beams are undersigned with very

high deflections and some members failing when designed for combined stresses. The internal beams were also designed with the assumption that the angles provide lateral restraint to the compression flange of the internal beams. We are however doubtful due to the orientation of the angles and some of the angles being damaged/missing. Some of the portal columns and rafters failed under the design loading as well.

The one bund wall (Southern direction) has a diagonal structural crack which must be repaired in accordance with the detail in Drawing 8002-001-002.

The structure therefore does not comply with SANS 10160 and 10162.

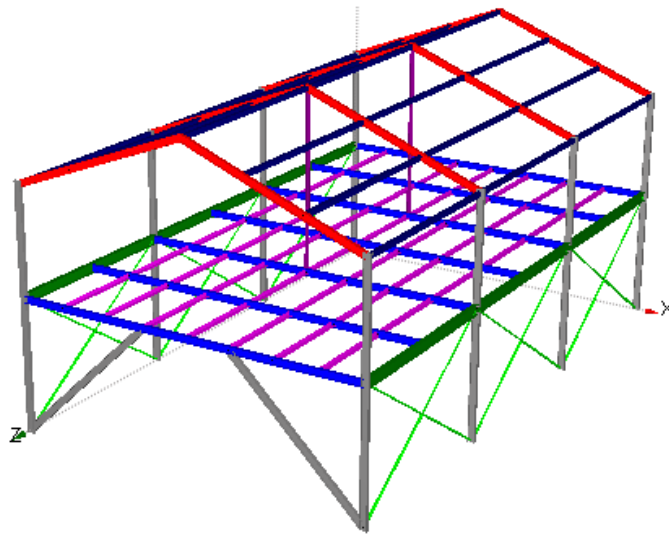


Figure 31: Prokon model of the building



Figure 32: Office suspended floor



Figure 33: Structural crack in South facing bund wall.

6.5. BUILDING E – ADMIN BUILDING

This is a conventional brick building with a reinforced concrete first floor and asbestos roof. Below the admin block is the sorting station.

The building is structurally sound and requires general maintenance and upkeep.



Figure 34: Admin building

6.6. ICE MANUFACTURING PLANT

The Ice Manufacturing plant consists of three structures:

- The Ammonia refrigeration plant room which is a conventional brick double storey building with a rib and block concrete first floor slab and timber roof trusses with Asbestos sheeting.
- Ice plant which is a double storey structural steel structure.
- Ice plant conveyor which consists of structural steel.

6.6.1. AMMONIA PLANT:

External:

Fretting mortar observed on the north-western side (seaside) of the building. Refer to Figure 35.

There are some isolated spots of spalled concrete on the concrete ground beam on the north-western side (seaside) of the building. Refer to Figure 36.

There is a pump room on the north-eastern side of the building with a damaged bund wall (Figure 37) and an asbestos roof with timber rafters which are deflecting severely (Figure 38).

The roof drainage system is inadequate with damaged downpipes and gutters pulling away from the eaves (Figure 39).



Figure 35: Fretting mortar on the north-western side of the building



Figure 36: Spalled concrete on the north-western side of the building



Figure 37: Pump room with damaged bund wall

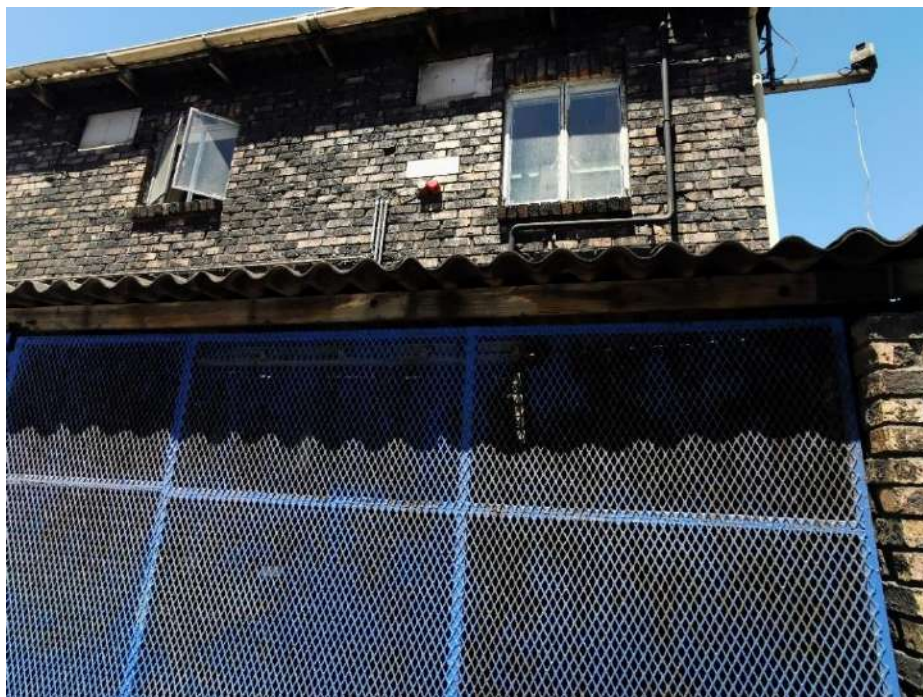


Figure 38: Pump room rafters deflecting severely



Figure 39: Inadequate roof drainage

Between ammonia plant and ice plant on ground floor:

There is no lintel over the opening in Figure 40 and 41 and there is a structural crack in the brickwork at midspan. There is a timber beam at the back of the brickwork which supports the steel beams spanning in the opposite direction.



Figure 40: No lintel over opening and cracked brickwork



Figure 41: Timber beam at the back of brickwork supporting the steel beams

Stairs leading up to first floor:

The stair treads are only 210mm which is not in accordance with the Building Regulations (min of 250mm as per SANS 10400-M).

Aluminum strips were placed on the edges of the treads which provides an anti-slip surface to prevent slips and falls. Most of these strips are missing and must be replaced. Refer to Figure 42.

At the top of the concrete staircase there is a gap between the concrete staircase and steel staircase that is closed off with an aluminum panel. This panel is loose and must be secured properly. Refer to Figure 43.



Figure 42: Aluminium strips missing on edges of stair treads



Figure 43: Aluminium panel to be secured properly

First floor:

A section of the ceiling inside the plant room is damage and must be replaced.
Refer to Figure 44.



Figure 44: Damaged ceiling in plant room on first floor

6.6.2. ICE PLANT:

External:

The sheeting and the bottom exposed side rail on the north-western side (seaside) is in poor condition and rusted. Refer to Figure 45.

On the south-western side of the building the vertical cladding, exposed bottom side girt and some bracing members are rusted. Refer to Figures 46 to 48.

The iso panels on the south-western side are rusted at the bottom. Refer to Figure 49.

A section of the external wall on the south-western side fretting mortar and loose bricks. Refer to Figure 50.

On the south-eastern side (Tank farm side) the following were observed:

- The platform support members are rusted. Refer to Figure 51.
- The iso panels below the pipe support beam are rusted. Refer to Figure 52.
- The pipe support beams are rusted. Refer to Figure 53 and 54.
- The vertical cladding and exposed bottom side girt is rusted. Refer to Figure 55.



Figure 45: Sheeting and side girt rusted and in bad condition.



Figure 46: Sheeting and side girt rusted and in bad condition.



Figure 47: Sheeting and side girt rusted and in bad condition.



Figure 48: Some bracing members are rusted.



Figure 49: Iso panels rusted



Figure 50: Fretting mortar and loose bricks



Figure 51: Platform support structure rusted



Figure 52: Rusted iso panels



Figure 53: Pipe support beam rusted.

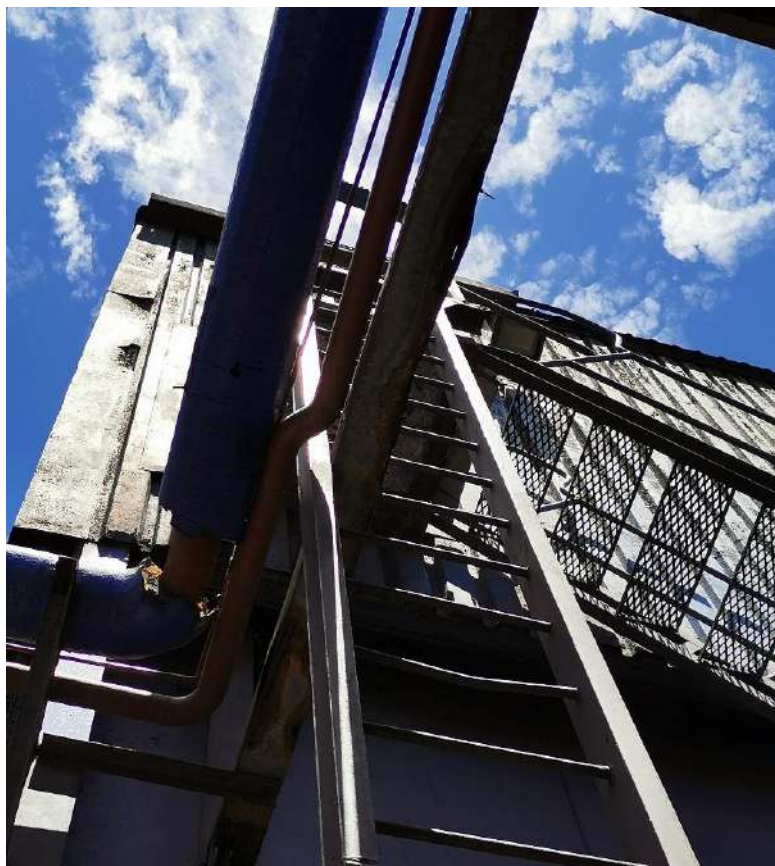


Figure 54: Pipe support beam rusted.



Figure 55: Rusty side girt and vertical cladding.

Steel staircase to first floor:

The handrail at the top of the staircase is rusted and loose and needs to be replaced. Refer to Figure 56.

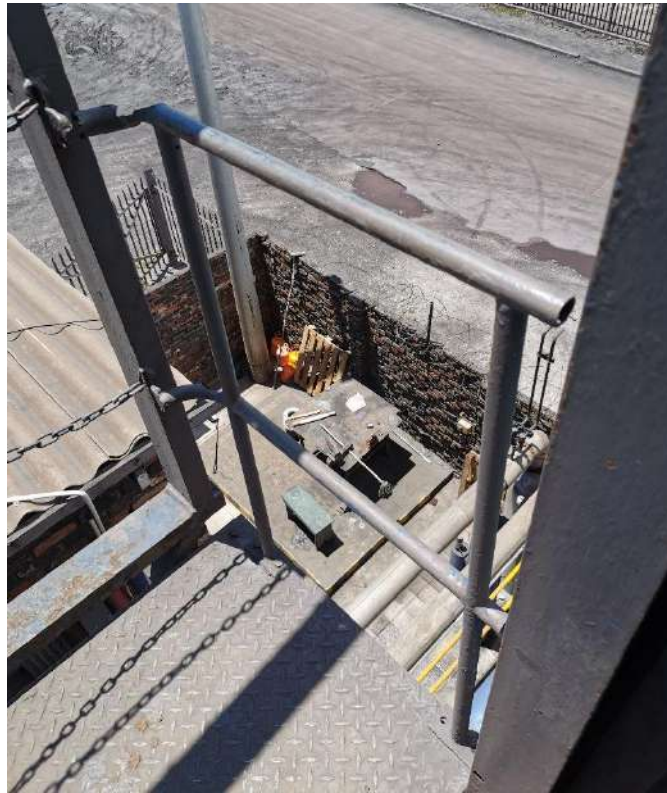


Figure 56: Handrail is rusted and loose

First floor:

There is an engineering as-built drawing of the entire structure. The as-built drawing is a fair representation of the structure except for the first floor where additional beams were installed to support some of the equipment. The additional beams that were installed for equipment support is severely rusted and must be replaced. Refer to Figure 57.

Some of the vastrap plates were removed to inspect the quality of the iso panels. From what we could observed there were a lot of rusted iso panels. Refer to Figure 58.

The condition of the structural components of the ice plant is still in a good condition. There are some rusted members which does not appear to be a structural concern. As mentioned before, with no paint protection the rate of corrosion will accelerate. We therefore recommend that all rusted areas be treated. Refer to Figure 59.

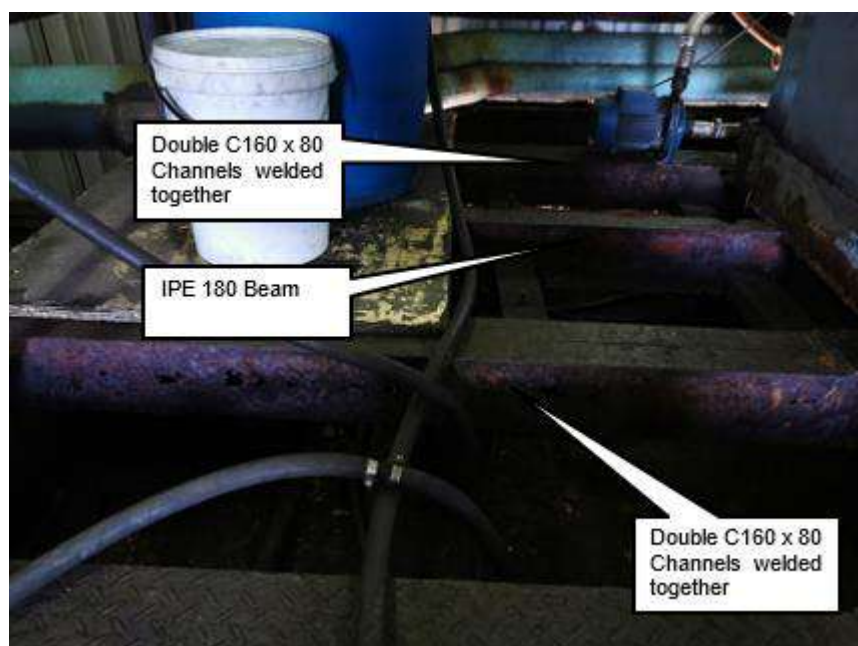


Figure 57: Equipment support beams severely rusted

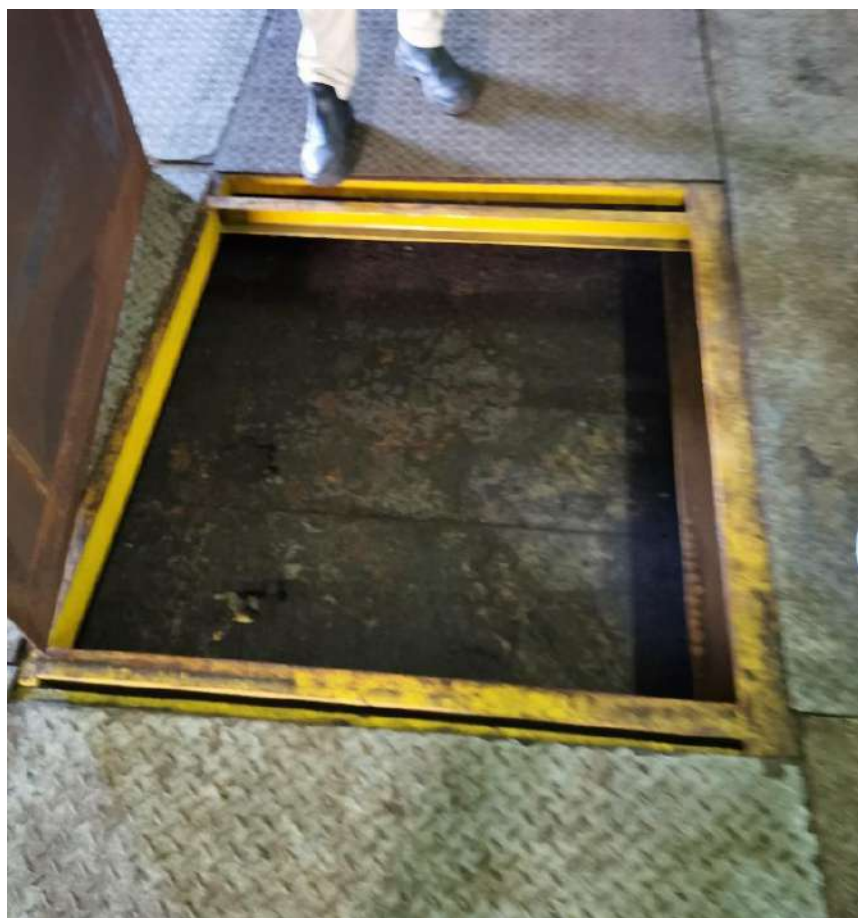


Figure 58: Equipment support beams severely rusted

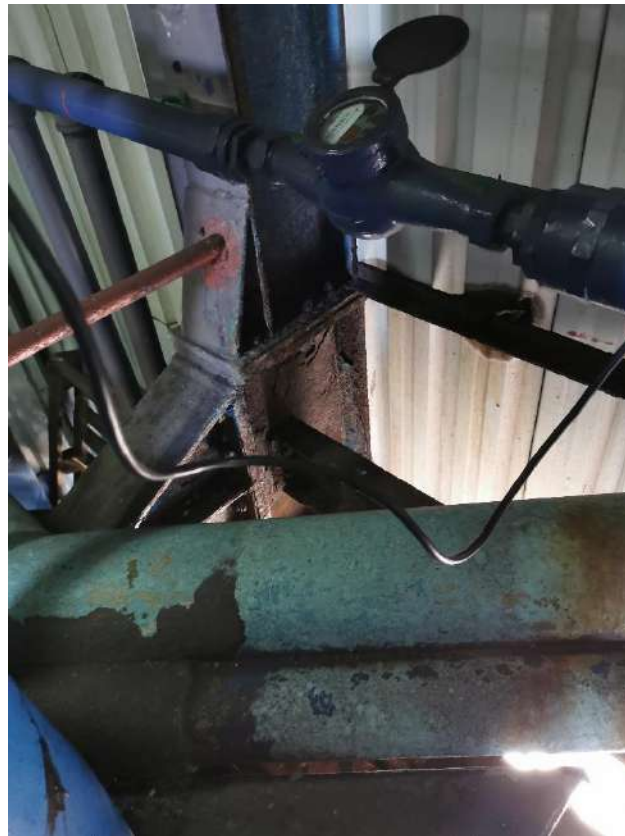


Figure 59: Rusted members to be treated to prevent further degradation of steel

6.6.3. ICE PLANT CONVEYOR:

There are a number of structural components that are severely rusted or completely rusted through. Refer to Figure 60.

One of the walkway beams is severely rusted and buckling out of plane. Refer to Figure 61.

The kickplates are not properly secured to the walkway rafters and some areas the plates have pulled away from the grating and presents a tripping hazard. The walkway handrailing is also not properly secured to the kickplate at some fixing points. It is also not good practice to side mount handrailing to flat plate section kick plates as these sections generally can't resist lateral torsional buckling. Refer to Figure 62.

There is a hole next to the plant conveyor which must be filled with granular material. Refer to Figure 63.

The steel staircase next to the conveyor structure from the lower platform to the upper platform is not bolted to the brick wall and is unstable. There is also no handrail on one side of the staircase. Refer to Figure 64 and 65.

There is no handrail on top of the retaining wall between the lower and upper platform. As per SANS 10400-D any change in level more than 1m above adjacent ground level shall be provided with a balustrade or parapet wall not less than 1m in height, unless unauthorized access of persons thereto has been excluded by a physical barrier properly erected and maintained. Refer to Figure 66.



Figure 60: Rusty members of ice delivery structure



Figure 61: Rusted beam buckling out of plane.



Figure 62: Kick plates buckling



Figure 63: Hole must be filled with granular material



Figure 64: Unstable steel staircase with no handrail on one side.



Figure 65: Steel staircase landing not bolted to brick wall



Figure 66: There is no handrail on top of the retaining wall

7. RECOMMENDATIONS

7.1. BUILDING A (STORAGE AND STAFF WELFARE)

- Existing floor to be demolished. Existing steel columns and beams together with additional steel columns and beams will be used to support lipped channel purlins on which timber floor boarding can be fixed. Refer to Drawing 8002-001-001 for specifications.
- Turnstile on first floor to be relocated in the interim to avoid congregation of personnel in a concentrated area.
- Plant room steel support structure requires some modifications. Refer to Drawing 8002-001-001 for specifications.
- All chemicals stored in the maintenance office to be stored in the chemical store room.
- It is advised that the training room not be used for lectures or training in the interim to avoid congregation of personnel in a concentrated area.
- Rusted structural steel members to be treated in accordance with the specifications in Annexure F.
- The floor drain in the boiler room needs a cover.

7.2. BUILDING B – FISH PROCESSING

- Rusted structural steel members to be treated in accordance with the specifications in Annexure F.
- Evaporative condenser platform must be stiffened up to make it compliant. The following should be addressed as well: Section of handrailing to be installed and kick plates to be installed. Refer to drawing 8002-001-003 for specifications.
- On the walking platform in front of the office the following items should be addressed: Gap between this platform and the evaporative condenser platform must be closed, expanded metal type mesh must be replaced by RS 40 30 x 4.5 Mentis Rectagrid or vastrap plates, kickplates to be installed and cat-ladder to be secured at the top and bottom.
- On the pipe support structure, the following items should be addressed: Pipes should be secured to support structure with aluminium straps and missing HD bolts to be replaced with chemical anchors.
- The cat-ladder next to the office should be treated in accordance with the specifications in Annexure F.
- Damaged boundary wall pillars to be replaced.

7.3. BUILDING C – LEAN TO STRUCTURE

- At the top of the stair case landing the headroom is less than 2.1m and a warning sign must be placed on the side of the steel rafter.

7.4. BUILDING D – OFFICES

- Existing structure to be dismantled and strengthened in accordance with our specifications/drawing to make it compliant with the Building Regulations and the relevant SANS codes. Refer to drawing 8002-001-002 for specifications.
- Refer to drawing 8002-001-003 for the bund wall crack repair methodology.

7.5. AMMONIA PLANT ROOM

- Re-pointing on all fretting mortar joints.
- Spalled concrete to be repaired in accordance with the specifications in Annexure G.
- Damaged bund wall of the plat room to be repaired.
- Roof structure (\pm 5x2m roof area) on plant room must be replaced:

Rafters – 3No 228 x 50mm x 5m Long SAP Grade 5

Remove asbestos tiles and replace with 0.58mm IBR sheeting.

- The brickwork in Figure 40 above the opening must be remove.
- Stairs leading up to first floor. Anti-slip aluminium strips to be fixed to all treads without anti-slip strips.
- The aluminium panel in Figure 43 must be properly secured.
- Damaged ceiling on first floor to be replaced.
- Gutters and downpipes to be replaced.

7.6. ICE PLANT

- All vertical sheeting and exposed side girt to be replaced.
- Re-pointing on all fretting mortar joints.
- All rusted steel members must be treated in accordance with the specifications in Annexure G. Except for severely corroded sections where significant section loss is evident. These structural components must be replaced.
- The handrail at the top of the staircase in Figure 56 needs to be replaced.
- The beams in Figure 57 which support the equipment must be replaced. Refer to Drawing 8002-001-004 for specifications.

- All temporary covering board to be replaced with vastrap plates.

7.7. ICE PLANT CONVEYOR

- This structure has reached the end of its service life and it is recommended that this structure be demolished and replaced. Refer to Drawing 8002-001-005 for specifications.
- The hole in Figure 63 must be filled with granular material and properly compacted.
- The steel staircase next to the conveyor structure from the lower platform to the upper platform must be bolted to the brick wall with chemical anchors.
- Handrailing must be installed on top of the retaining wall between the lower and upper platform.

7.8. GENERAL

- It is recommended that structural assessments are carried out at least every year to ensure the structural integrity of the various structures/buildings in the facility.

ANNEXURE F

PAINT SPECIFICATION

1. PAINTING PROCEDURES AND PRECAUTIONS

1.1 Scope

The specification is for over-painting of pre-painted structural steel members. All rusted members identified on site by the engineer must be treated with Carbomastic 15 – dft 250 microns. It is highly recommended that the Carbonastic 15 be applied in two coats of 125 microns each. Refer to the product manual attached for application and surface preparation.

1.2 Code of Practice

Unless otherwise specified in writing by the Engineer, all painting, etc, shall generally be in accordance with the provisions of SABS 1200 and SABS 064.

1.3 Personnel

All work shall be carried out by skilled operatives experienced in the use of the materials specified.

All work on site shall be carried out under the constant supervision of a qualified field supervisor. At least one supervisor shall be present on site at all times and at no period shall unsupervised work be permitted.

1.4 Paint Supply

All paints to be supplied by a single manufacturer, supplied and stored in manufacturer's original containers. All paints to be SABS approved.

1.5 Colours

The Seller shall obtain from the Engineer details of colour requirements before commencing his painting and shall submit for approval the name of the paint supplier.

1.6 Precautions

1.6.1 All paint coatings shall be mixed and used strictly in accordance with the manufacturer's instructions.

1.6.2 Application of paint coatings on external work shall not be carried on or continued in frost, fog, rain or heavy condensation. All surfaces shall be clean and dry before coatings are applied.

1.6.3 Film thickness measurement may be made by an "Elcometer" or similar instrument. Care should be taken to avoid runs and excessive build up of coatings.

1.6.4 Brushes, spray guns and other equipment shall be regularly cleaned in solvents recommended by the paint manufacturer.

- 1.6.5 The Seller shall protect any adjacent walls, floors and surfaces from paint spray, spots, spillage, etc, when applying paint on site.
- 1.6.6 To ensure complete coverage, consecutive coats of paint shall be of a different colour or shade, which shall be to the Engineer's approval.
- 1.6.7 All paint shall be used and stored safely in full compliance with the Occupational Health & Safety Act No. 8 of 1993.

1.7 Inspection

Full facilities shall be provided for the approved paint supplier to inspect and check the preparation and painting during all stages of the contract and report to the Engineer. Preferences to be given to approved paint supplier providing this service.

An independent Inspection Authority may be appointed by the Engineer.

2. EPOXY PRIMER AND ENAMELS - OVER-PAINTING PRE-PAINTED STRUCTURAL STEELWORK

4.1 Surface Preparation

- 4.1.1 The units shall be rubbed down to remove all corrosion products on structural steelwork the existing paint finish and to form a suitable key as per the suppliers requirements.
- 4.1.2 The equipment shall be de-greased with solvent and all foreign matter removed by washing and rinsing. Care is to be taken to ensure that no solvent, dust, etc, contaminates any working part of the equipment.
- 4.1.3 Before application of any finishing coats, tests shall be carried out to ascertain if solvents in the subsequent coats of paint will react and cause "lifting" to the existing coat.

This shall be done by applying by brush, a small quantity of the appropriate finishing coat thinners.
- 4.1.4 Should lifting occur, it will be necessary to first protect the existing paint with a suitable barrier coat.
- 4.1.5 Damaged areas shall be patch-painted by brush with a suitable and compatible zinc rich primer to give a complete and soundly primed surface.

ANNEXURE G

SPALLED CONCRETE

Spalled concrete is visible on some concrete elements and must be repaired in following way:

Surface Preparation

Mark out all of the defective areas of concrete to be removed. These shall be agreed with the engineer and recorded before proceeding with the repair works.

The concrete surfaces to be repaired must be free from dust, loose or friable materials, surface contaminants and any other materials which could reduce the bond of the repair materials.

All delaminated, weak, damaged and deteriorated concrete and where necessary sound concrete, shall be removed by suitable mechanical means or very high pressure water techniques (Up to 110 MPa). Tie-wire fragments, nails and any other metal debris embedded in the concrete must also be removed.

The edges of areas where concrete is removed shall be cut to an angle of more than 90° to avoid undercutting but not more than 135° to reduce the possibility of shrinkage / debonding / cracking at the adjacent sound concrete interface. These areas shall be roughened sufficiently to provide a mechanical key between the original concrete and the repair mortar.

Where the repair depth corresponds to the depth of concrete cover and the concrete removal exposes steel reinforcement; the breaking out shall continue to expose the full circumference of the steel, plus a further 20mm behind the bars. Breaking out shall continue along the reinforcement until non-corroded steel is reached. Care must be taken to ensure that any reinforcement exposed is not cut or damaged.

Steel Reinforcement

Rust, millscale, mortar, concrete, dust and other loose and deleterious material which could reduce bond, or contribute to corrosion, shall be removed. The steel surfaces shall be prepared to a minimum standard equivalent to SA 2 ½ according to ISO 8501-1. The steel surfaces shall be prepared using abrasive blast cleaning or high-pressure water techniques (Up to 60 MPa). Where exposed reinforcement is contaminated with chlorides or other materials which could cause corrosion, the reinforcement shall also be cleaned by low pressure water jetting techniques (Up to 18 MPa).

Corrosion Protection

Apply the anti-corrosion protective coating by brush or by spray onto the prepared reinforcement. Care must be taken to ensure complete application behind the reinforcement. Two coats must be applied and sufficient time must be allowed for first coat to harden before applying the second coat.

Bonding Primer

Apply the bonding primer into the substrate with a stiff brush, filling all of the profile. The subsequent application of the repair mortar shall then be done 'wet on wet'.

Repair Mortar

The repair work can either be hand placed or can be poured with a free-flowing structural repair concrete whichever is the most practical.

Ensure that the bonding primer is still 'tacky' when the repair material is applied using 'wet on wet' techniques.

Hand Placement – Apply a wet sprayed / hand placed fibre reinforced repair mortar or high build repair and profiling mortar depending on depth by hand using traditional techniques, or mechanically using 'wet' spray equipment. When the repair depth exceeds the maximum allowable thickness of the repair material, it shall be applied in several layers. The previous layer must have hardened sufficiently, so as not to be disturbed by the subsequent application. The first layer must not be smoothen in order to provide a mechanical key and ensure a good mechanical bond for the subsequent layer.

Repair Grout – Fix the formwork prior to the mixing of the material and seal grout tight. Different ways of grouting are applicable, such as pouring from the top as well as pumping from the bottom. Care must be taken that air can escape. The use of a rod will assist in releasing entrapped air. Slight knocking on the formwork might be of help to avoid air pockets. Place the free-flowing structural repair concrete directly after mixing ensuring that any displaced air is not allowed to escape. A sufficient hydrostatic head must be maintain to keep the product flowing. The repaired area must be protected from rain until initial set has been achieved. The repair grout must be cured by keeping wet to avoid rapid loss of water. Normal curing practices should be applied as for any other cementitious material.

SELECTION & SPECIFICATION DATA

Generic Type	Epoxy mastic
Description	Aluminum-pigmented, low-stress, high-solids mastic with a proven field history. Carbomastic 15 was the pioneer mastic coating in a number of industrial markets and today still provides unmatched levels of barrier protection and corrosion resistance over existing finishes and rusted or SSPC-SP2 or SP3-cleaned steel.
Features	<ul style="list-style-type: none"> • Excellent performance over minimal surface preparation of steel substrates • Suitable as a topcoat for most tightly adhered existing coatings • Excellent choice for field touch-up of zinc-rich primers and galvanized steel • Unique formulation with aluminum flakes provides exceptional barrier protection • Available in a low temperature cure version (Carbomastic 15 FC) • Suitable for use under insulation on hot surfaces operating up to 300 °F (150 °C) • VOC compliant to current AIM regulations
Color	Aluminum (C901); Red (M500) Color variations within a batch and from batch to batch may occur due to the metallic pigments and variations in application techniques and conditions. *Red (M500) is available for use as a contrasting primer in multiple coat applications, but should always be topcoated.
Primer	Self-priming. May be applied over most tightly adhering coatings as well as inorganic zinc primers.
Dry Film Thickness	3 - 5 mils (76 - 127 microns) over existing coatings 7 - 10 mils (178 - 254 microns) in one or two coats in severe exposures Do not exceed 10.0 mils (250 microns) in a single coat.
Solids Content	By Volume 90% +/- 2%
HAPs Values	As supplied: 0.70 lbs/solid gal
Theoretical Coverage Rate	1444 ft ² /gal at 1.0 mils (35.4 m ² /l at 25 microns) 481 ft ² /gal at 3.0 mils (11.8 m ² /l at 75 microns) 144 ft ² /gal at 10.0 mils (3.5 m ² /l at 250 microns) Allow for loss in mixing and application.
Severe Exposures	Temperature resistance under insulation: Up to 300°F(150°C) Discoloration is observed above 180°F(82°C) but does not affect performance.
VOC Values	As Supplied : 0.7 lbs/gal (88 g/l) Thinner 10 : 32 oz/gal: 2.0 lbs/gal (242 g/l) Thinner 236 E : 32 oz/gal: 0.7 lbs/gal (88 g/l) Thinner 72 : 32 oz/gal: 2.07 lbs/gal (248 g/l) Thinner 76 : 32 oz/gal: 1.9 lbs/gal (231 g/l) These are nominal values.
Topcoats	May be coated with Acrylics, Epoxies, Alkyds, or Polyurethanes depending on exposure and need.

SUBSTRATES & SURFACE PREPARATION

General | Surfaces must be clean and dry. Employ adequate methods to remove dirt, dust, oil and all other contaminants that could interfere with adhesion of the coating in accordance with SSPC-SP 1 and follow the guidelines below.

Steel | Immersion: NACE No. 2/SSPC-SP 10 with a 2.0-3.0 mil (50-75 microns) surface profile.
Non-Immersion: NACE No. 3/SSPC-SP 6 with a 2.0-3.0 mil (50-75 microns) surface profile for maximum protection. SSPC-SP 2, SSPC-SP 3, NACE No. 4/SSPC-SP 7, NACE/SSPC WJ-1 to WJ-4, or SSPC-SP 14 are also acceptable methods. For alternate methods contact Carboline Technical Service.

Galvanized Steel | For optimum performance clean and abrade in accordance with SSPC-SP 16.

Previously Painted Surfaces | Clean and lightly sand or abrade to roughen and degloss the surface. Existing coating must attain a minimum 3A rating in accordance with ASTM D3359 adhesion test.

PERFORMANCE DATA

Test Method	System	Results
ASTM 4060 Taber Abrasion	1 ct. CM15	130 mg loss; 1000 cycles using CS 17 wheel and 1000 gm load,
ASTM B117 Salt Spray	Rusted Steel 1 ct. CM 15	No blistering, rusting, or softening No rust creep from scribe
ASTM D1735 Water Fog	Rusted Steel 1ct CM 15	No blistering or softening, No creep from scribe
ASTM D522 Flexibility	Blasted steel 1 ct. CM15	A) Conical - crack 0.38", actual elongation 48.57% B) Cylindrical- no cracking observed
ASTM G 14 Impact Resistance	A) Blasted Steel 1 ct. CM 15, B) Rusted Steel 1 ct. CM 15	Area Damaged A) 1/4 inch (0.25") B) 1/4 - 9/16 inch (0.44")

Test reports and additional data available upon written request.

MIXING & THINNING

Mixing | Power mix separately, then combine and power mix. DO NOT MIX PARTIAL KITS.

Thinning | May be thinned up to 32 oz/gal (25%) with Thinner 10 for normal conditions. For application to hot substrates up to 200 °F (93 °C) it is recommended to thin approximately 25% (32 oz/gal) with Thinner 230. Thinner 72 may be used for hot or windy conditions. Use Thinner 76 for nonphotochemically reactive thinner or Thinner 236E for exempt thinner. Use of thinners other than those recommended and supplied by Carboline may adversely affect product performance and void product warranty, whether expressed or implied.

Ratio | 1:1 Ratio (A to B)

Pot Life | 2 hours @ 75 °F (24 °C) unthinned.
 1 hour @ 90 °F (32 °C) unthinned
 Pot life ends when coating becomes too viscous to use

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Spray Application (General)	The following spray equipment has been found suitable and is available from manufacturers such as Binks, DeVilbiss and Graco.
Conventional Spray	Pressure pot equipped with dual regulators, 3/8" I.D. minimum material hose, 0.086" I.D. fluid tip and appropriate air cap.
Airless Spray	Pump Ratio: 30:1 (min.)* GPM Output: 3.0 (min.) Material Hose: 3/8" I.D. (min.) Tip Size: 0.019-0.025" Output PSI: 1900-2100 Filter Size: 60 mesh *PTFE packings are recommended and available from the pump manufacturer.
Plural Component	May be applied by plural component spray equipment. Contact Carboline Technical Service for specific recommendations.
Brush & Roller (General)	Multiple coats may be required to obtain desired appearance, recommended dry film thickness and adequate hiding. Avoid excessive re-brushing or rerolling. Use clean natural bristle brush or medium nap phenolic core roller. Work coating into all irregularities.

APPLICATION CONDITIONS

Condition	Material	Surface	Ambient	Humidity
Minimum	50°F (10°C)	50°F (10°C)	50°F (10°C)	0%
Maximum	90°F (32°C)	200°F (93°C)	100°F (38°C)	95%

This product simply requires the substrate temperature to be above the dew point. Condensation due to substrate temperatures below the dew point can cause flash rusting on prepared steel and interfere with proper adhesion to the substrate. Special application techniques and/or thinning may be required for application when conditions are above and below normal application conditions.

CURING SCHEDULE

Surface Temp.	Final Cure Immersion	Dry to Recoat or Topcoat
50°F (10°C)	15 Days	5 Days
60°F (16°C)	10 Days	3 Days
75°F (24°C)	5 Days	24 Hours
90°F (32°C)	3 Days	18 Hours

For CM 15 Dry to Touch is 5 hours at 75 °F (24 °C). Maximum re-coat/topcoat times are 30 days for epoxies and 90 days for polyurethanes at 75 °F (24 °C).

*These times are based on a 5.0-7.0 mil (125-175 micron) dry film thickness. Higher film thickness, insufficient ventilation or cooler temperatures will require longer cure times and could result in solvent entrapment and premature failure. Excessive humidity or condensation on the surface during curing can interfere with the cure, can cause discoloration and may result in a surface haze. Any haze or blush must be removed by water washing before recoating. If the maximum recoat time is exceeded, the surface must be abraded by sweep blasting prior to the application of additional coats. **Note:** This product contains conductive pigments and cannot be holiday tested.

CLEANUP & SAFETY

Cleanup	Use Thinner 2 or Acetone. In case of spillage, absorb and dispose of in accordance with local applicable regulations.
Safety	Read and follow all caution statements on this product data sheet and on the SDS for this product. Employ normal workmanlike safety precautions. Use adequate ventilation. Keep container closed when not in use.
Ventilation	When used as a tank lining or in enclosed areas, thorough air circulation must be used during and after application until the coating is cured. The ventilation system should be capable of preventing the solvent vapor concentration from reaching the lower explosion limit for the solvents used. In addition to ensuring proper ventilation, appropriate respirators must be used by all application personnel.

PACKAGING, HANDLING & STORAGE

Shelf Life	Part A & B: Min. 36 months at 75°F (24°C) *Shelf Life : (actual stated shelf life) when kept at recommended storage conditions and in original unopened containers.
Storage Temperature & Humidity	45° - 110°F (7-43°C) 0-90% Relative Humidity
Storage	Store Indoors. This product is solvent based and not affected by excursions below these published storage temperatures, down to 10°F, for a duration of no more than 14 days. Always inspect the product prior to use to make sure it is smooth and homogeneous when properly mixed.
Shipping Weight (Approximate)	2 Gallon Kit - 25 lbs (11 kg) 10 Gallon Kit - 124 lbs (56 kg)
Flash Point (Setaflash)	Part A: >200°F (93°C) Part B: 76°F (24°C)

WARRANTY

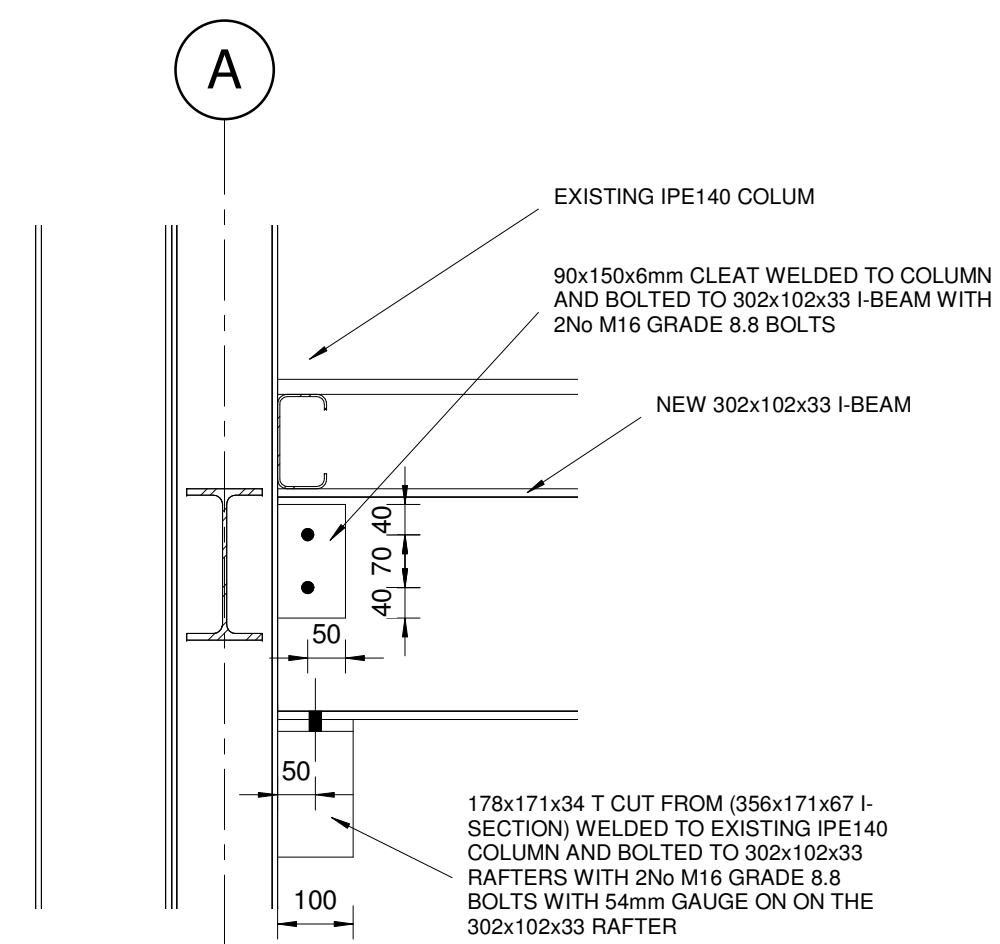
To the best of our knowledge the technical data contained herein is true and accurate on the date of publication and is subject to change without prior notice. User must contact Carboline Company to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. We guarantee our products to conform to Carboline quality control. We assume no responsibility for coverage, performance, injuries or damages resulting from use. Carbolines sole obligation, if any, is to replace or refund the purchase price of the Carboline product(s) proven to be defective, at Carbolines option. Carboline shall not be liable for any loss or damage. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY CARBOLINE, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All of the trademarks referenced above are the property of Carboline International Corporation unless otherwise indicated.

1. ALL STRUCTURAL STEELWORK TO BE CLEANED WITH MECHANICAL WIRE BRUSH TO REMOVE ALL MILL SHALE AND SURFACE CORROSION. NO PITTED MEMBERS WILL BE ACCEPTED. THE PREPARATION MUST BE IN ACCORDANCE WITH SANS 10064.
2. ALL STEELWORK, INCLUDING COLD-FORMED UPPED CHANNELS & BOLTS SHALL BE HOT DIPPED GALVANIZED TO SANS 121 2011 (ISO 1461:2009) AFTER MANUFACTURE.
3. THE CATEGORY IS CLASSIFIED AS C5 IN TERMS OF SANS 14713 (SABS ISO 14713)
4. ALL GRATES AND COVERS TO TRENCHES AND CATCH PITS, ETC. TO BE STAINLESS STEEL
5. ALL PAINTING MUST COMPLY WITH SABS 1200 HC.

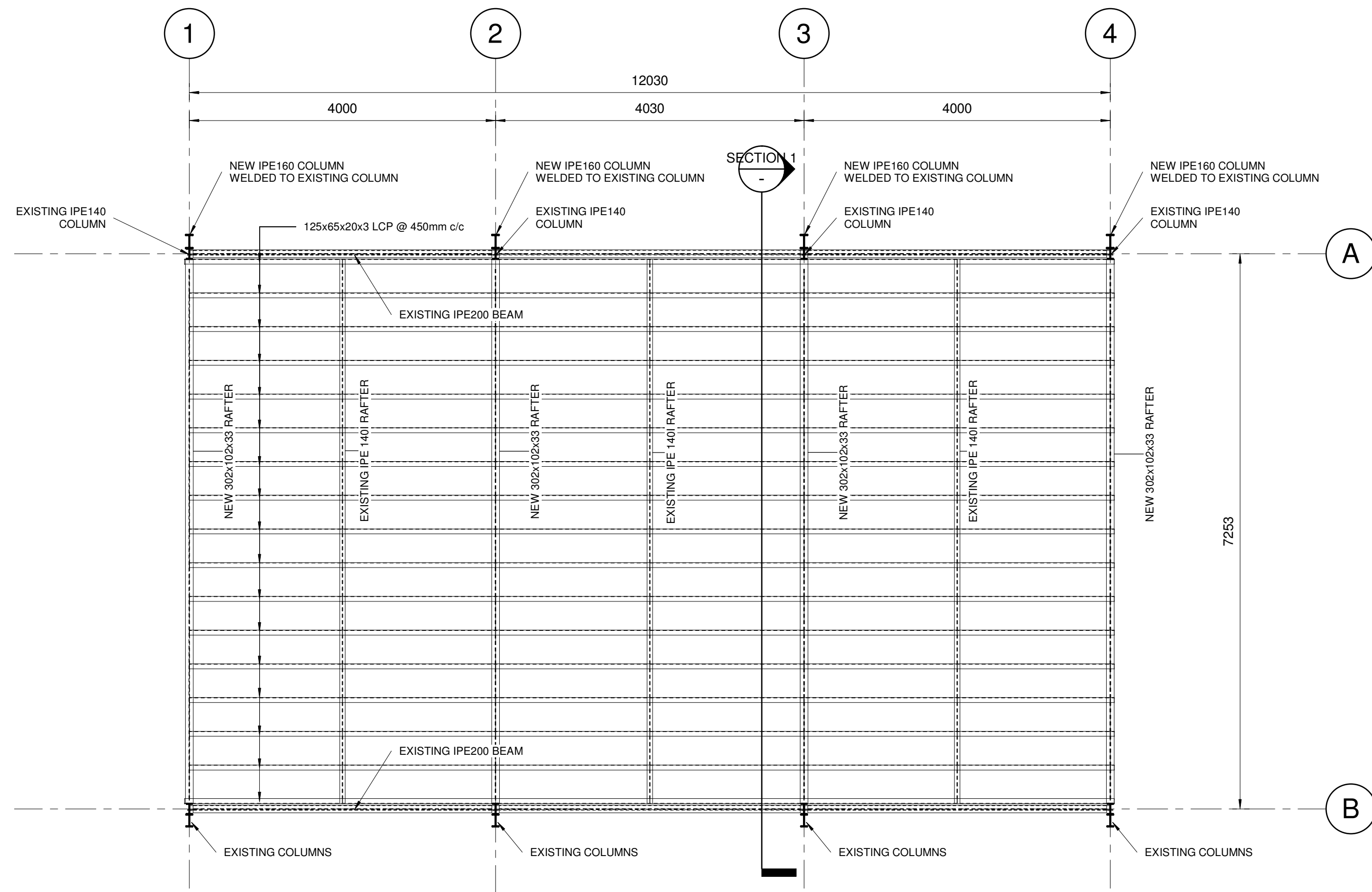


Scale

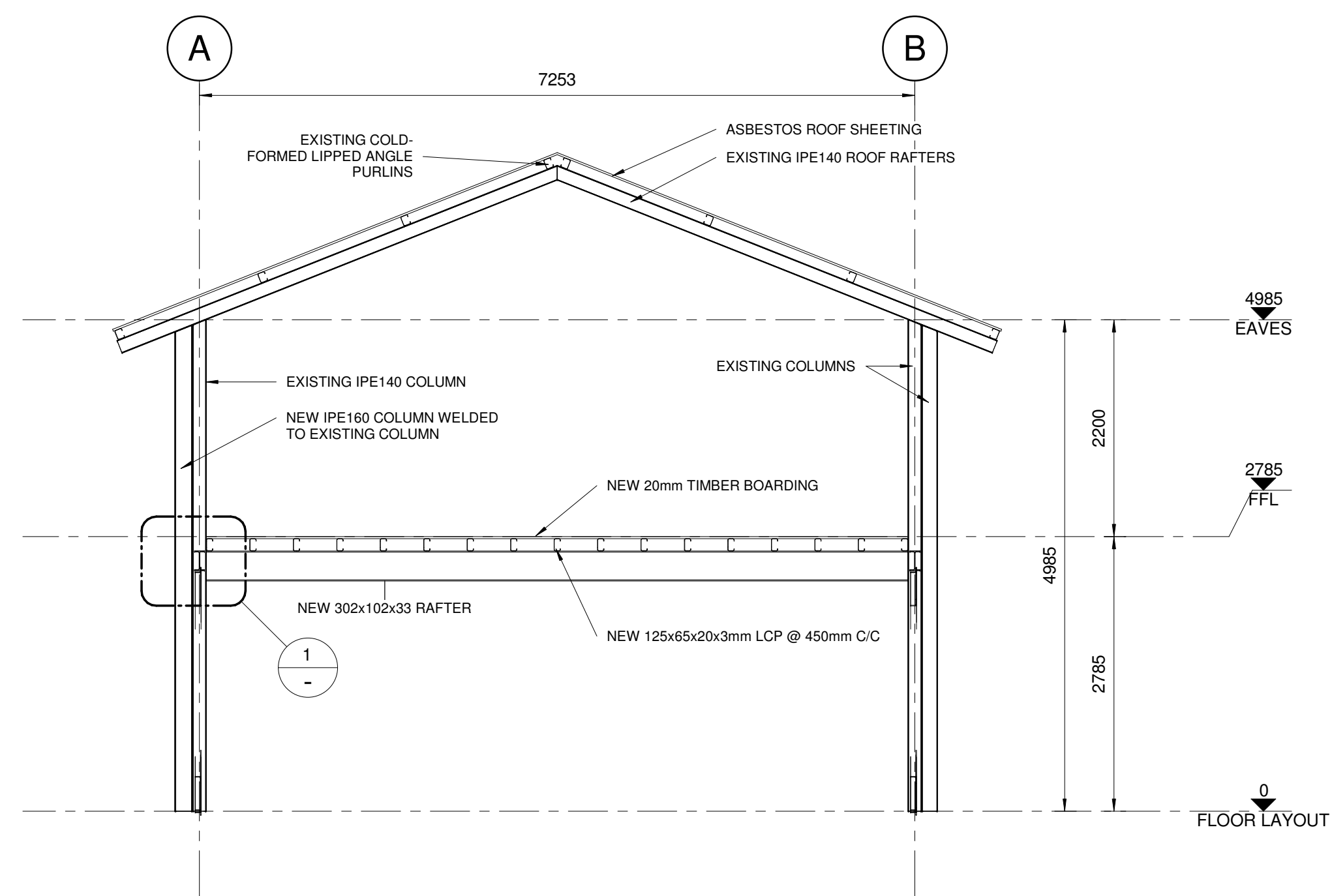
1. THESE NOTES SERVE AS AN ADDENDUM TO THE SPECIFICATION IN THE BOO FOR THIS PROJECT. IN THOSE CASES WHERE THE SPECIFICATION IN THE BOO DIFFER FROM THESE NOTES, THESE NOTES SHALL TAKE PREFERENCE.
2. THE CONTRACTOR SHALL ALLOW FOR ALL STANDARDS/SPECIFICATIONS WHICH ARE REFERRED TO IN THESE NOTES AND WHICH ARE APPLICABLE ON THE SITE.
3. ALL LAYOUTS TO BE READ IN CONJUNCTION WITH ANY RELEVANT ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL OR OTHER DRAWINGS.
4. DRAWINGS SHALL BE CHECKED BY THE CONTRACTOR AND ANY DISCREPANCIES IN THE DIMENSIONS AND LEVELS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE WORK COMMENCES. THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL IT IS COMPLETED.
5. THE CONTRACTOR TO KEEP A FULL SET OF DRAWINGS ON SITE.
6. ALL SETTING OUT TO BE DONE TO ARCHITECT'S DRAWING. THE CONTRACTOR IS RESPONSIBLE FOR THE CORRECT SETTING OUT OF BUILDINGS WITH SPECIFIC REFERENCE TO BOUNDARIES AND BUILDING LINES AND GIVEN COORDINATES
7. DRAWINGS MAY NOT BE SCALED, USE FIGURED DIMENSIONS ONLY.
8. LARGE SCALE DETAILS TO BE USED WHERE AVAILABLE.
9. THE CONTRACTOR IS TO IDENTIFY AND EXPOSE, WHERE RELEVANT, ALL UNDERGROUND SERVICES ON SITE.
10. CONSTRUCTION TO BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATION WORKS INFORMATION, OR RELEVANT SABS 1200 SPECIFICATIONS.
11. SHOULD THE ENGINEER BE REQUIRED ON SITE 48 HOURS NOTICE IS REQUIRED.
12. THE CLIENT IS RESPONSIBLE FOR ENSURING COMPLIANCE TO ANY LOCAL HEALTH AND SAFETY LAWS AND REGULATIONS.



Scale 1 : 10



Scale 1 : 50



Scale 1 : 50

1. ALL STRUCTURAL STEELWORK TO BE FABRICATED AND ERECTED IN ACCORDANCE WITH SANS 10221-9: SANS 10162-1: 2005, SANS 2001-CSI-2005 AND THE PROJECT SPECIFICATION. ANY DISCREPANCIES IN SPECIFICATION MUST BE REPORTED TO THE ENGINEER.
2. WELDING SHALL CONFORM TO AWS D1.1-90 SPECIFICATIONS.
3. BUTT-WELDS SHALL DEVELOP THE FULL STRENGTH OF THE ELEMENTS JOINED.
4. ALL WELDING TO BE 6mm CONTINUOUS FILLET WELDS RIGHT AROUND UNLESS OTHERWISE SHOWN.
5. WELDING ELECTRODE TO BE E70XX (UNLESS OTHERWISE NOTED) WITH MINIMUM ULTIMATE STRENGTH OF 410 MPa.
6. ALL BURRS AND SHARP EDGES TO BE GROUND SMOOTH.
7. WELDS SHALL BE DONE IN A MANNER THAT WILL ELIMINATE WARPING OF MEMBERS.
8. A COMPLETE SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE FABRICATION COMMENCES.
9. ALL DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WITH FABRICATION AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY.
10. ANY DETAILS OF CONNECTIONS NOT PROVIDED BY THE ENGINEER MUST BE SUBMITTED TO HIM FOR APPROVAL BEFORE MANUFACTURING COMMENCES.
11. ANY DEVIATIONS FROM DETAILS PROVIDED BY THE ENGINEER MUST BE APPROVED BY HIM IN WRITING BEFORE MANUFACTURING COMMENCES.
12. ALL STRUCTURAL STEELWORK SHALL BE GRADE S355JR OR GRADE 350WA EXCEPT FOR COLD-ROLLED PURLINS AND GIRTS WHERE COMMERCIAL QUALITY STEEL MAY BE USED IF APPROVED BY THE ENGINEER.
13. ALL STRUCTURAL BOLTS SHALL BE CLASS 8.8 (U.O.N.) A MINIMUM OF TWO BOLTS PER CONNECTION WILL BE USED (U.O.N.).
14. ALL BOLTS TO BE M20 GRADE 8.8 U.O.N.
15. WHERE TEMPORARY PROPPING IS NECESSARY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, MAINTENANCE AND REMOVAL OF SUCH SUPPORTS.
16. IF SPLICES STEEL MEMBERS ARE REQUIRED FOR TRANSPORT OR MANUFACTURE, PROPOSALS FOR THIS WILL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
17. BASE PLATES SHALL BE GROUTED WITH A CEMENTITIOUS NON-SHRINK GROUT WITH A MINIMUM CRUSHING STRENGTH OF 40 MPa. GROUTING MUST TAKE PLACE BEFORE THE PRIMARY LOADS ARE APPLIED TO THE STRUCTURE.
18. ALL ITEMS TO BE CLEARLY HARD MARKED WITH RESPECTIVE MARK NOS.
19. ALL STRUCTURAL STEEL COMPONENTS TO BE INSPECTED BY THE ENGINEER BEFORE TRANSPORTATION TO THE SITE.
20. THE CONTRACTOR SHALL SUBMIT A SAFE ERECTION METHOD STATEMENT TO CLIENT/ENGINEER PRIOR TO ERECTING ANY STEELWORK.
21. HSFGB BOLTS ARE TO BE TIGHTENED BY THE 'TURN OF NUT' METHOD AS PER SANS 10162-1: 2005. ALL FRICTION SURFACES ARE TO BE BLAST CLEANED AND UNPAINTED AND MUST BE PROTECTED AGAINST CORROSION UNTIL THE CONNECTION IS MADE. THE CONTRACTOR MUST SUPPLY A METHOD STATEMENT TO THE ENGINEER FOR APPROVAL.
22. NO CUTTING OF HOLES FOR BOLTS WITH GAS FLAME WILL BE PERMITTED.
23. ALL VISIBLE EDGES OF MEMBERS CUT WITH GAS MUST BE NEATLY GROUND DOWN TO ELIMINATE ALL TRACES OF GAS CUTTING.
25. ALL ANGLE IRONS SUPPORTING BRICKWORK TO BE GALVANIZED.
26. FIREPROOFING OF STEELWORK TO COMPLY WITH THE REQUIREMENTS OF SABS 9400 PART 7. THE FIREPROOFING METHOD MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL.

1	HF	FOR CLIENT REVIEW					20-02-06	HF	
REV.	BY	DESCRIPTION					DATE	APPRD	
DRG. No.		REFERENCE DRAWING							
COPYRIGHT AND USE OF THIS DRAWING IS RESERVED BY OBM CONSULTANTS									
<div><div>O B M</div><div>CONSULTANTS & PROJECT MANAGERS</div><div>Bringing Structures Together</div></div>									
DESIGNED		H. FOSTER			DRAWN		H. FOSTER		
CHECKED		O. MAGGO			PROCESS ENGINEER		N.A		
CIVIL ENGINEER		N.A			STRUCTURAL ENGINEER		H. FOSTER		
INSTRUMENT ENGINEER		N.A			ELECTRICAL ENGINEER		N.A		
MECHANICAL ENGINEER		N.A							
APPROVED		O. MAGGO			201730259				
		NAME			DIRECTOR				
EYETHU FISHING ON ERF 1049 AND 1050, PORT ELIZABETH									
BUILDING D - OFFICES									
FIRST FLOOR LAYOUT AND DETAILS									
SCALE		AS SHOWN					DATE 2019-04-06		
DRAWING NUMBER							REVISION		
8002-001-002							A1 <div><div>1</div></div>		

HANDRAILING:

- ALL HANDRAILING TO BE BALL TYPE WITH 1000 HIGH STANCHIONS AT MAX. 1500 C/S.
- HAND AND KNEE/RAIL TUBING TO BE Ø34 X 2.5 WALL THICKNESS.
- STANCHIONS TO BE Ø43 X 2.5 WALL THICKNESS TUBING.
- ALL HANDRAILING AND STANCHIONS TO BE HOT DIP GALVANIZED GRATING.

GRATING:

- UNO GRATING TO BE RS40 30 X 4.5 MENTIS RECTAGRID OR SIMILAR APPROVED.
- KICKPLATS ARE TO BE PLACED ON EDGES OF FLOORING AND ARE TO PROJECT 100mm CLEAR ABOVE TOP OF FLOORING.
- FININGS TO BE CLIPS WITH FIXING BOLTS. 4-CLIPS PER PANEL, SUPPLIED BY MANUFACTURER.
- GRATING TO BE HOT DIP GALVANIZED TO SANS SPECIFICATIONS.
- ALL STAIR TREADS TO BE OPEN GRID TYPE UNO. STAIR TREADS TO BE STANDARD 245 WIDE.
- KICK PLATES 130 X 8 FLAT.

VASTRAP PLATES:

- UNO FLOORING TO BE VASTRAP (4.5mm THICKNESS) FLOOR PLATES OR SIMILAR APPROVED. VASTRAP PLATES TO BE 1000 X 300 X 4.5. STAIR ANGLES WELDED TO THE UNDERSIDE OF THE FLOOR PLATES. THE ANGLE PLATES ARE WELDED TO SUPPORTING BEAMS.
- KICKPLATS ARE TO BE PLACED ON EDGES OF FLOORING AND ARE TO PROJECT 100mm CLEAR ABOVE TOP OF FLOORING.
- FLOORING TO BE HOT DIP GALVANIZED TO SANS SPECIFICATIONS.
- ALL STAIR TREADS TO BE OPEN GRID TYPE UNO. STAIR TREADS TO BE STANDARD 245 WIDE.
- KICK PLATES 130 X 8 FLAT.

STRUCTURAL STEELWORK

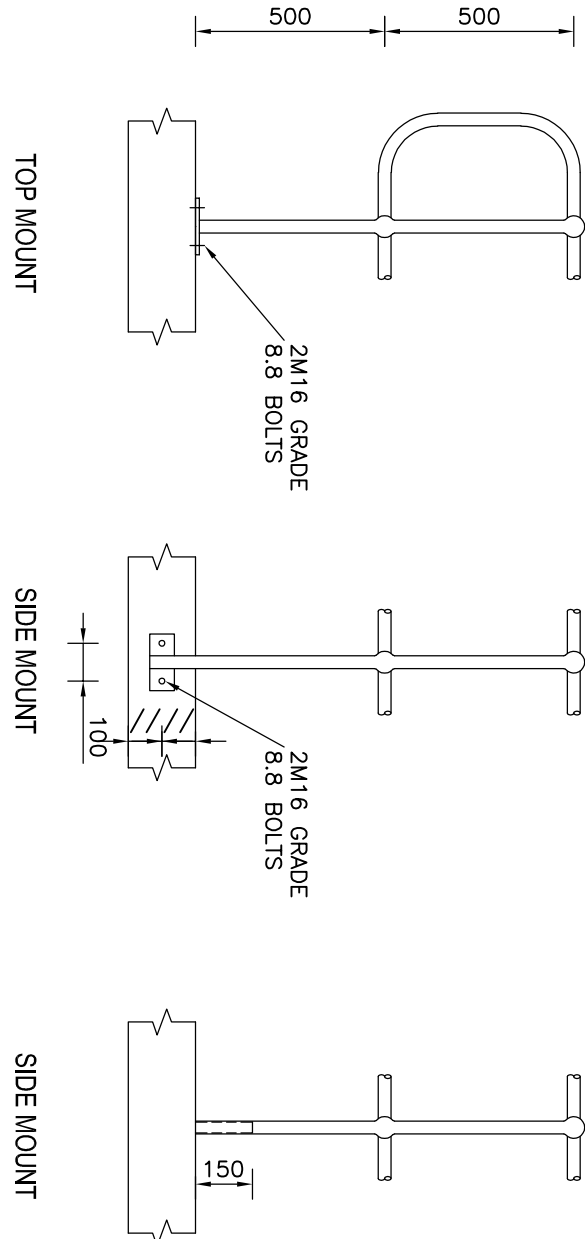
- ALL STRUCTURAL STEELWORK TO BE FABRICATED AND ERECTED IN ACCORDANCE WITH SANS 10162-1:2005 AND THE PROJECT SPECIFICATION. ANY DISCREPANCIES IN SPECIFICATION MUST BE REPORTED TO THE ENGINEER.
- WELDING SHALL CONFORM TO SANS 01:1-90 SPECIFICATIONS.
- BUTT-WELDS SHALL DEVELOP THE FULL STRENGTH OF THE ELEMENTS JOINED.
- ALL WELDING TO BE 6mm CONTINUOUS FILLET WELDS RIGHT AROUND UNLESS OTHERWISE SHOWN.
- WELDING ELECTRODE TO BE E70XX (UNLESS OTHERWISE NOTED) WITH MINIMUM ULTIMATE STRENGTH OF 410 MPa.
- ALL BURNS AND SHARP EDGES TO BE GROUND SMOOTH.
- WELDS SHALL BE DONE IN A MANNER THAT WILL ELIMINATE WARPING OF MEMBERS.
- A COMPLETE SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE FABRICATION COMMENCES.
- ALL DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WITH FABRICATION AND DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY.
- ANY DETAILS OF CONNECTIONS NOT PROVIDED BY THE ENGINEER MUST BE SUBMITTED TO HIM FOR APPROVAL BEFORE MANUFACTURING COMMENCES.
- ANY DEVIATIONS FROM DETAILS PROVIDED BY THE ENGINEER MUST BE APPROVED BY HIM IN WRITING BEFORE MANUFACTURING COMMENCES.
- ALL STRUCTURAL STEELWORK SHALL BE GRADE S355JR OR GRADE 350MA UNLESS OTHERWISE SPECIFIED. UNLESS OTHERWISE SPECIFIED, THE QUALITY STEEL MAY BE USED IF APPROVED BY THE ENGINEER.
- ALL STRUCTURAL BOLTS SHALL BE CLASS 8.8 (U.O.N.) A MINIMUM OF TWO BOLTS PER CONNECTION WILL BE USED (UNO).
- ALL BOLTS TO BE M20 GRADE 8.8 UNO.
- WHERE TEMPORARY PROPPING IS NECESSARY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, MAINTENANCE AND REMOVAL OF SUCH SUPPORTS.
- IF SPACERS IN STEEL MEMBERS ARE REQUIRED FOR TRANSPORT OR MANUFACTURE PROPOSALS FOR THIS WILL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
- RISE PLATES SHALL BE GROUTED WITH A CENTENTIONS NON-SHINK GROUT WITH A MINIMUM CRUSHING STRENGTH OF 40 MPa. GROUTING MUST TAKE PLACE BEFORE THE PRIMARY LOADS ARE APPLIED TO THE STRUCTURE.
- ALL ITEMS TO BE CLEARLY HAND MARKED WITH RESPECTIVE MARK NOS.
- ALL STRUCTURAL STEEL COMPONENTS TO BE INSPECTED BY THE ENGINEER BEFORE TRANSPORTATION TO THE SITE.
- THE CONTRACTOR SHALL SUBMIT A SAFE ERECTION METHOD STATEMENT TO CLIENT/ENGINEER PRIOR TO ERECTING ANY STEELWORK.
- IF/IFC BOLTS ARE TO BE TIGHTENED BY THE "TURN OF NUT" METHOD AS PER SANS 10162-1:2005, ALL FRICTION SURFACES ARE TO BE BLAST CLEANED AND UNPAINTED AND MUST BE PROTECTED AGAINST CORROSION UNTIL THE CONNECTION IS MADE. THE CONTRACTOR MUST SUPPLY A METHOD STATEMENT TO THE ENGINEER FOR APPROVAL.
- NO CUTTING OF HOLES FOR BOLTS WITH GAS FLAME WILL BE PERMITTED.
- ALL VISIBLE EDGES OF MEMBERS CUT WITH GAS FLAME WILL BE PERMITTED. DOWN TO ELIMINATE ALL TRACES OF GAS CUTTING.
- ALL ANGLE IRONS SUPPORTING BRICKWORK TO BE GALVANIZED.
- FIREPROOFING OF STEELWORK TO COMPLY WITH THE REQUIREMENTS OF SANS 1040 PART 1. THE FIREPROOFING METHOD MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL.

GENERAL NOTES

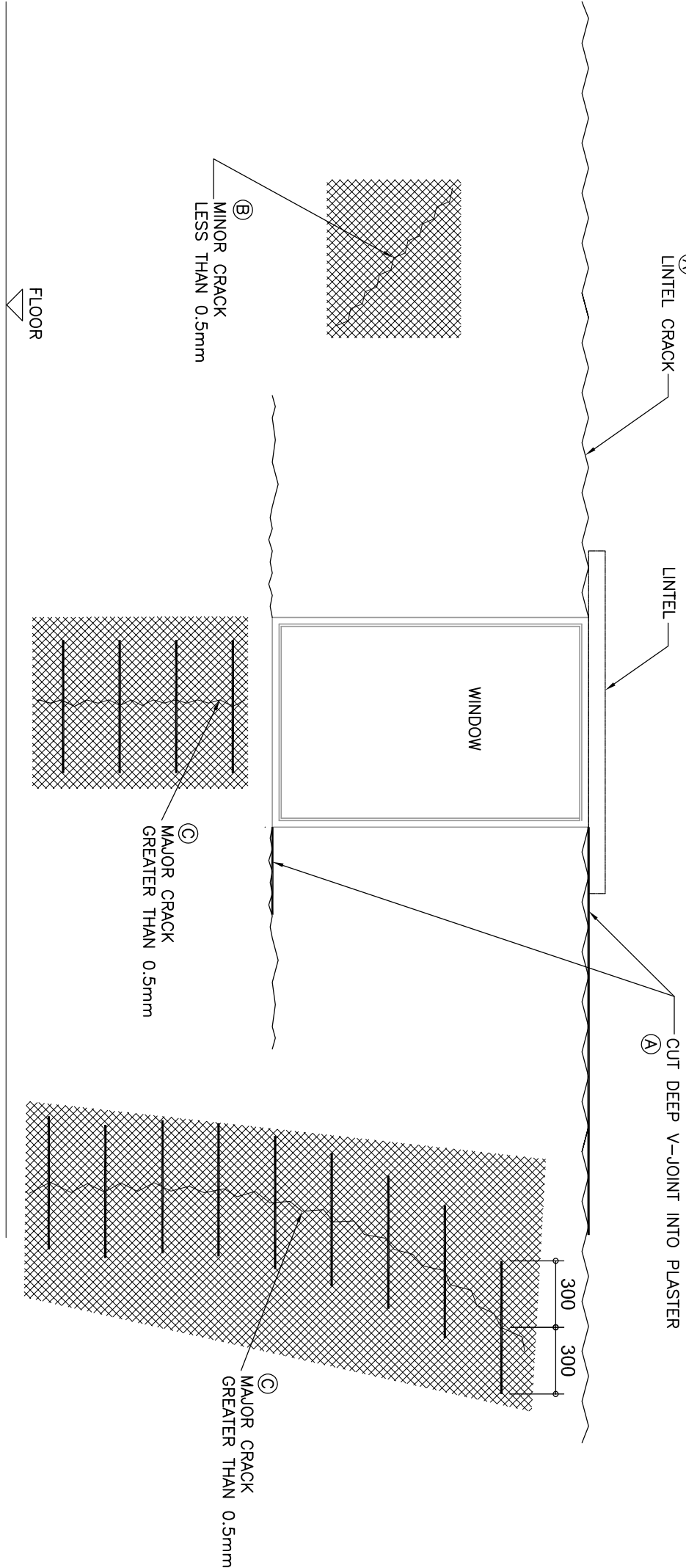
- THESE NOTES SERVE AS AN ADDENDUM TO THE SPECIFICATION IN THE BOQ FOR THIS PROJECT. ANY DISCREPANCIES IN THE BOQ SHALL BE REPORTED TO THE ENGINEER. THESE NOTES SHALL TAKE PREFFERENCE.
- THE CONTRACTOR SHALL ALLOW FOR ALL STANDARDS/SPECIFICATIONS WHICH ARE REFERRED TO IN THESE NOTES AND WHICH ARE APPLICABLE ON THE SITE.
- DRAWINGS AND LISTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF THE STRUCTURE UNTIL IT IS COMPLETED.
- THE CONTRACTOR TO KEEP A FULL SET OF DRAWINGS ON SITE.
- DRAWINGS MAY NOT BE SCALED, USE FIGURED DIMENSIONS ONLY.
- LARGE SCALE DETAILS TO BE USED WHERE AVAILABLE.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATION WORKS INFORMATION, OR RELEVANT SABS 1200 SPECIFICATIONS.
- SHOULD THE ENGINEER BE REQUIRED ON SITE 48 HOURS NOTICE IS REQUIRED.

CORROSION PROTECTION :

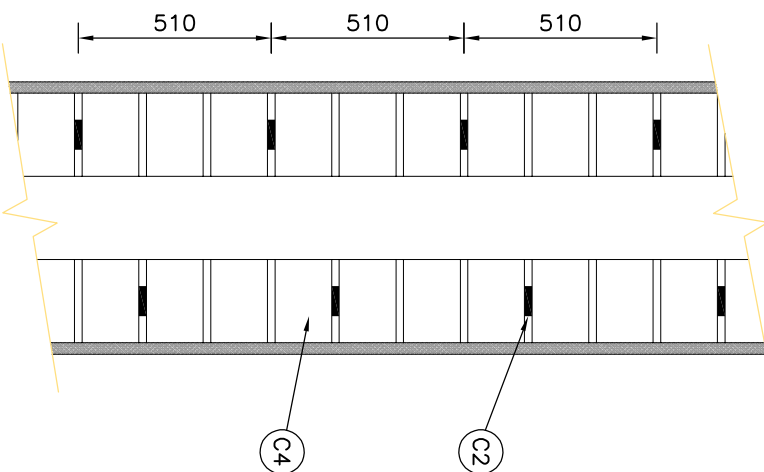
- ALL STRUCTURAL STEELWORK TO BE CLEANED WITH MECHANICAL WIRE BRUSH TO REMOVE ALL MILL SCALE AND SURFACE CORROSION. NO PITTED MEMBERS TO BE ACCEPTED. THE PREPARATION MUST BE IN ACCORDANCE WITH SANS 10064.
- ALL STEEL WORK MUST BE HOT DIP GALVANIZED IN ACCORDANCE WITH SANS 121/ISO 1461.
- THE CATEGORY IS CLASSIFIED AS C3 IN TERMS OF SANS 14713 (SABS ISO 14713)



1.0m HIGH STD. HAND RAIL DETAIL
SCALE 1 : 20



CRACK REPAIR SPECIFICATION
SCALE 1 : 25



TYPICAL WALL SECTION
SCALE 1 : 20

SCALE AS SHOWN	DATE 2020-02-02
DRAWING NUMBER 8002-001-003	REVISION A1

DESIGNED H. FOSTER	DRAWN H. FOSTER
CHECKED O. MAGOO	PROCESS ENGINEER
CIVIL ENGINEER	STRUCTURAL ENGINEER
INSITRUMENT ENGINEER	ELECTRICAL ENGINEER
MECHANICAL ENGINEER	CO-ORDINATION ENGINEER
APPROVED O. MAGOO	201730259
NAME	ES&S REG. NUMBER

OBM CONSULTANTS

Bringing Structures Together

STATUTORY NOTE:

THE CLIENT IS RESPONSIBLE FOR ENSURING COMPLIANCE TO ANY LOCAL, HEALTH AND SAFETY LAWS AND REGULATIONS

REV.	BY	DESCRIPTION	DATE	APPRO
1	H.F.	FOR CLIENT REVIEW	20-02-02	

DRG. No.	REFERENCE DRAWING
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GENERAL NOTES

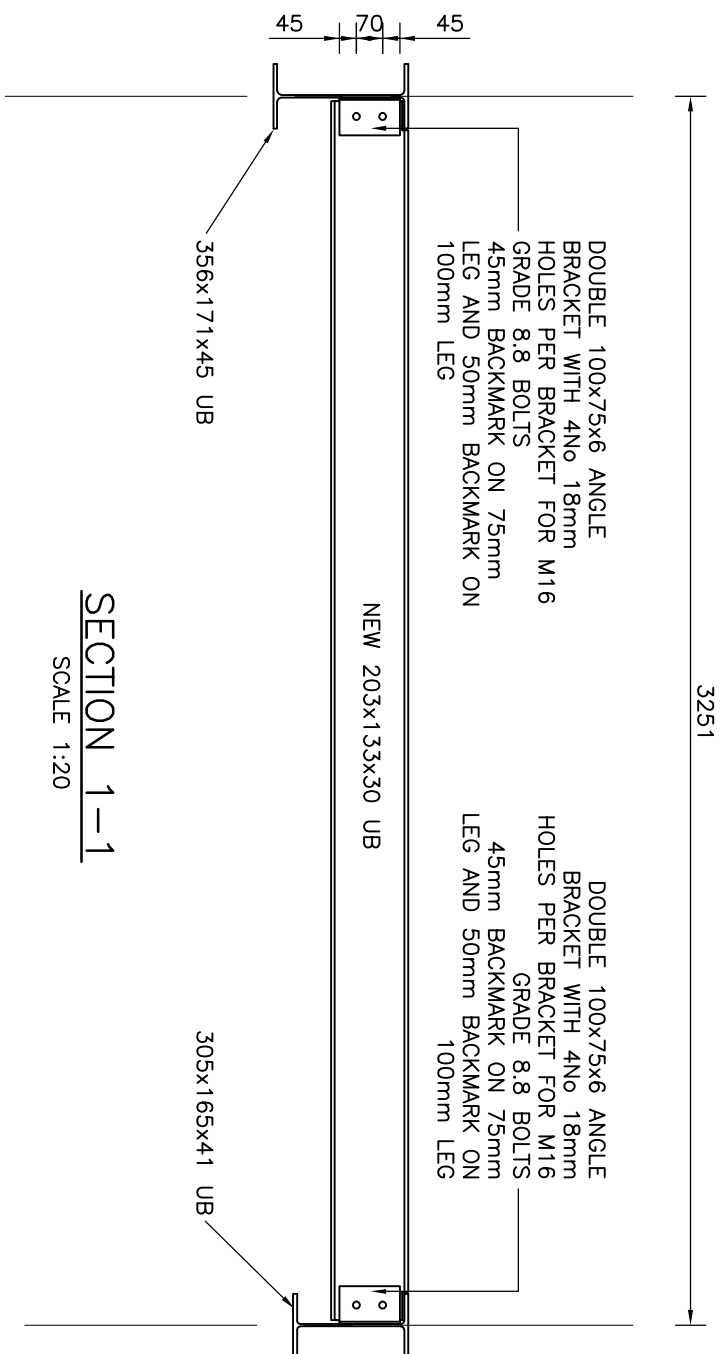
1. THESE NOTES SERVE AS AN ADDENDUM TO THE SPECIFICATION IN THE BOO FOR THIS PROJECT. IN THESE CASES WHERE THE SPECIFICATION IN THE BOO DIFFER FROM THESE NOTES, THESE NOTES SHALL TAKE PRECEDENCE.
 2. THE CONTRACTOR SHALL ALLOW FOR ALL STANDARDS/SPECIFICATIONS WHICH ARE REFERRED TO IN THESE NOTES AND WHICH ARE APPLICABLE ON THE SITE.
 3. DRAWINGS SHALL BE CHECKED BY THE CONTRACTOR AND ANY DISCREPANCIES IN THE DIMENSIONS AND LEVELS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE WORK COMMENCES. THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL IT IS COMPLETED.
 4. THE CONTRACTOR TO KEEP A FULL SET OF DRAWINGS ON SITE.
 5. DRAWINGS MAY NOT BE SCALED. USE REQUIRED DIMENSIONS ONLY.
 6. LARGE SCALE DETAILS TO BE USED WHERE AVAILABLE.
 7. CONSTRUCTION TO BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATION WORKS INFORMATION, OR TELEMAN SABS 1200 SPECIFICATIONS.
 8. SHOULD THE ENGINEER BE REQUIRED ON SITE 48 HOURS NOTICE IS REQUIRED.
- CORROSION PROTECTION :
1. ALL STRUCTURAL STEELWORK TO BE CLEANED WITH MECHANICAL WIRE BRUSH TO REMOVE ALL MIL SCALE AND SURFACE CORROSION. NO PRYED MEMBERS 10064.
 2. ALL STEEL WORK MUST BE HOT DIP GALVANIZED IN ACCORDANCE WITH SABS 1251/ISO 1461.
- THE CATEGORY IS CLASSIFIED AS C5 IN TERMS OF SABS 14713 (SABS ISO 14713)

GENERAL NOTES

1. THESE NOTES SERVE AS AN ADDENDUM TO THE SPECIFICATION IN THE BOO FOR THIS PROJECT. IN THOSE CASES WHERE THE SPECIFICATION IN THE BOO DIFFER FROM THESE NOTES, THESE NOTES SHALL TAKE PRECEDENCE.
 2. THE CONTRACTOR SHALL ALLOW FOR ALL STANDARDS/SPECIFICATIONS WHICH ARE REFERRED TO IN THESE NOTES AND WHICH ARE APPLICABLE ON THE SITE.
 3. DRAWINGS SHALL BE CHECKED BY THE CONTRACTOR AND ANY DISCREPANCIES IN THE BEFORE WORK COMMENCES. THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL IT IS COMPLETED.
 4. THE CONTRACTOR TO KEEP A FULL SET OF DRAWINGS ON SITE.
 5. DRAWINGS MAY NOT BE SCALED, USE FIGURED DIMENSIONS ONLY.
 6. LARGE SCALE DETAILS TO BE USED WHERE AVAILABLE.
 7. CONSTRUCTION, OR BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATION WORKS INFORMATION, OR RELEVANT SABS 1200 SPECIFICATIONS.
- SHOULD THE ENGINEER BE REQUIRED ON SITE 48 HOURS NOTICE IS REQUIRED.

CORROSION PROTECTION :

1. ALL STRUCTURAL STEELWORK TO BE CLEANED WITH MECHANICAL WIRE BRUSH TO REMOVE ALL MILL SCALE AND SURFACE CORROSION. NO PLATED MEMBERS TO BE ACCEPTED. THE PREPARATION MUST BE IN ACCORDANCE WITH SANS 10064.
2. ALL STEEL WORK MUST BE HOT DIP GALVANIZED IN ACCORDANCE WITH SANS 121/MSO 1461.
3. THE CATEGORY IS CLASSIFIED AS C5 IN TERMS OF SANS 14713 (SABS ISO 14713)

[illegible]

STATUTORY NOTE:
THE CLIENT IS RESPONSIBLE FOR ENSURING COMPLIANCE TO ANY
LOCAL HEALTH AND SAFETY LAWS AND REGULATIONS

OBM CONSULTANTS
& PROJECT MANAGERS

Bringing Structures Together

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DESIGNED	H. FOSTER	DRAWN	H. FOSTER
CHECKED	O. MAGDOO	PROCESS ENGINEER	
CIVIL ENGINEER		STRUCTURAL ENGINEER	H. FOSTER
INSTRUMENT ENGINEER		ELECTRICAL ENGINEER	
MECHANICAL ENGINEER		CO-ORDINATION ENGINEER	

APPROVED	O. MAGAO	201730259
NAME		ECSA REG. NUMBER

EYETHU FISHING
 ON ERF 1049 AND 1050, PORT ELIZABETH
 ICE PLANT
 FIRST FLOOR DETAILS

SCALE AS SHOWN	DATE 2020-02-02
-------------------	--------------------

FIRST FLOOR LAYOUT

SCALE 1:50

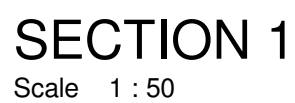
1. ALL STRUCTURAL STEELWORK TO BE CLEANED WITH MECHANICAL WIRE BRUSH TO REMOVE ALL MILL SHALE AND SURFACE CORROSION. NO PITTED MEMBERS WILL BE ACCEPTED. THE PREPARATION MUST BE IN ACCORDANCE WITH SANS 10064.
2. ALL STEELWORK, INCLUDING COLD-FORMED LIPPED CHANNELS & BOLTS SHALL BE HOT DIPPED GALVANISED TO SANS 121:2011 (ISO 1461:2009) AFTER MANUFACTURE.
3. THE CATEGORY IS CLASSIFIED AS C5 IN TERMS OF SANS 14713 (SABS ISO 14713).
4. ALL GRATES AND COVERS TO TRENCHES AND CATCH PITS, ETC. TO BE STAINLESS STEEL
5. ALL PAINTING MUST COMPLY WITH SABS 1200 HC.

1. ALL HANDRAILING TO BE BALL TYPE WITH 1000 HIGH STANCHIONS AT MAX. 1500 CRS.
2. HAND AND KNEERAIL TUBING TO BE Ø34 X 2.5 WALL THICKNESS.
3. STANCHIONS TO BE Ø43 X 2.5 WALL THICKNESS TUBING.
4. ALL HANDRAILING AND STANCHIONS TO BE HOT DIP GALVANIZED.

1. U.N.O GRATING TO BE RS40 30 X 4.5 MENTIS RECTAGRID OR SIMILAR APPROVED.
2. KICKPLATS ARE TO BE PLACED ON EDGES OF FLOORING AND ARE TO PROJECT 100mm CLEAR ABOVE TOP OF FLOORING.
3. FIXINGS TO BE CLIPS WITH FIXING BOLTS. 4-CLIPS PER PANEL SUPPLIED BY MANUFACTURER.
4. GRATING TO BE HOT DIP GALVANIZED TO SANS SPECIFICATIONS.
5. ALL STAIR TREADS TO BE OPEN GRID TYPE U.N.O. STAIR TREADS TO BE STANDARD 245 WIDE.
6. KICK PLATES 130 x 8 FLAT.

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2. THE CONTRACTOR SHALL ALLOW FOR ALL STANDARDS/SPECIFICATIONS WHICH ARE REFERRED TO IN THESE NOTES AND WHICH ARE APPLICABLE ON THE SITE.
3. ALL LAYOUTS TO BE READ IN CONJUNCTION WITH ANY RELEVANT ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL OR OTHER DRAWINGS.
4. DRAWINGS SHALL BE CHECKED BY THE CONTRACTOR AND ANY DISCREPANCIES IN THE DIMENSIONS AND LEVELS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE WORK COMMENCES. THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL IT IS COMPLETED.
5. THE CONTRACTOR TO KEEP A FULL SET OF DRAWINGS ON SITE.
6. ALL SETTING OUT TO BE DONE TO ARCHITECT'S DRAWING. THE CONTRACTOR IS RESPONSIBLE FOR THE CORRECT SETTING OUT OF BUILDINGS WITH SPECIFIC REFERENCE TO BOUNDARIES AND BUILDING LINES AND GIVEN COORDINATES
7. DRAWINGS MAY NOT BE SCALED, USE FIGURED DIMENSIONS ONLY.
8. LARGE SCALE DETAILS TO BE USED WHERE AVAILABLE.
9. THE CONTRACTOR IS TO IDENTIFY AND EXPOSE, WHERE RELEVANT, ALL UNDERGROUND SERVICES ON SITE.
10. CONSTRUCTION TO BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATION WORKS INFORMATION, OR RELEVANT SABS 1200 SPECIFICATIONS.
11. SHOULD THE ENGINEER BE REQUIRED ON SITE 48 HOURS NOTICE IS REQUIRED.
12. THE CLIENT IS RESPONSIBLE FOR ENSURING COMPLIANCE TO ANY LOCAL HEALTH AND SAFETY LAWS AND REGULATIONS.

1. ALL STRUCTURAL STEELWORK TO BE FABRICATED AND ERECTED IN ACCORDANCE WITH SANS 1012-1: 2005, SANS 1016-1: 2005, SANS 2001-SS1-2005 AND THE PROJECT SPECIFICATION, ANY DISCREPANCIES IN SPECIFICATION MUST BE REPORTED TO THE ENGINEER.
2. WELDING SHALL CONFORM TO AWS D1.1-90 SPECIFICATIONS.
3. BUTT WELDS SHALL DEVELOP THE FULL STRENGTH OF THE ELEMENTS JOINED.
4. ALL WELDING TO BE 6mm CONTINUOUS FILLET WELDS RIGHT AROUND UNLESS OTHERWISE SHOWN.
5. WELDING ELECTRODE TO BE E70XX (UNLESS OTHERWISE NOTED) WITH MINIMUM ULTIMATE STRENGTH OF 410 MPa.
6. ALL BURRS AND SHARP EDGES TO BE GROUND SMOOTH.
7. WELDS SHALL BE DONE IN A MANNER THAT WILL ELIMINATE WARPING OF MEMBERS.
8. A COMPLETE SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE FABRICATION COMMENCES.
9. ALL DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WITH FABRICATION AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY.
10. ANY DETAILS OF CONNECTIONS NOT PROVIDED BY THE ENGINEER MUST BE SUBMITTED TO HIM FOR APPROVAL BEFORE MANUFACTURING COMMENCES.
11. ANY DEVIATIONS FROM DETAILS PROVIDED BY THE ENGINEER MUST BE APPROVED BY HIM IN WRITING BEFORE MANUFACTURING COMMENCES.
12. ALL STRUCTURAL STEELWORK SHALL BE GRADE S355JR OR GRADE 350WA EXCEPT FOR COLD-ROLLED PURFLING AND GIRTS WHERE COMMERCIAL QUALITY STEEL MAY BE USED IF APPROVED BY THE ENGINEER.
13. ALL STRUCTURAL BOLTS SHALL BE CLASS 8.8 (U.O.N.) A MINIMUM OF TWO BOLTS PER CONNECTION WILL BE USED (U.N.O.).
14. ALL BOLTS TO BE M20 GRADE 8.8 U.N.O.
15. WHERE TEMPORARY PROPPING IS NECESSARY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, MAINTENANCE AND REMOVAL OF SUCH SUPPORTS.
16. IF SPLICES IN STEEL MEMBERS ARE REQUIRED FOR TRANSPORT OR MANUFACTURE, PROPOSALS FOR THIS WILL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
17. BASE PLATES SHALL BE GROUTED WITH A CEMENTITIOUS NON-SHRINK GROUT WITH A MINIMUM CRUSHING STRENGTH OF 40 MPa. GROUTING MUST TAKE PLACE BEFORE THE PRIMARY LOADS ARE APPLIED TO THE STRUCTURE.
18. ALL ITEMS TO BE CLEARLY HARD MARKED WITH RESPECTIVE MARK NOS'.
19. ALL STRUCTURAL STEEL COMPONENTS TO BE INSPECTED BY THE ENGINEER BEFORE TRANSPORTATION TO THE SITE.
20. THE CONTRACTOR SHALL SUBMIT A SAFE ERECTION METHOD STATEMENT TO CLIENT/ENGINEER PRIOR TO ERECTING ANY STEELWORK.
21. HSFG BOLTS ARE TO BE TIGHTENED BY THE 'TURN OF NUT' METHOD AS PER SANS 10162-1: 2005. ALL FRICTION SURFACES ARE TO BE BLAST CLEANED AND UNPAINTED AND MUST BE PROTECTED AGAINST CORROSION UNTIL THE CONNECTION IS MADE. THE CONTRACTOR MUST SUPPLY A METHOD STATEMENT TO THE ENGINEER FOR APPROVAL.
22. NO CUTTING OF HOLES FOR BOLTS WITH GAS FLAME WILL BE PERMITTED.
23. ALL VISIBLE EDGES OF MEMBERS CUT WITH GAS MUST BE NEATLY GROUND DOWN TO ELIMINATE ALL TRACES OF GUT CUTTING.
24. ALL ANGLE IRONS SUPPORTING BRICKWORK TO BE GALVANIZED.
25. FIREPROOFING OF STEELWORK TO COMPLY WITH THE REQUIREMENTS OF SABS 0400 PART 7. THE FIREPROOFING METHOD MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL.

[illegible]

20 March 2025

Eyethu Fishing (Pty) Ltd

Old Tug Jetty Wharf
Port Elizabeth Harbour
Port Elizabeth
6001

CONDITION ASSESSMENT OF EYETHU FISHING BUILDINGS, PORT OF PORT ELIZABETH

1. BACKGROUND

Transnet entered into a lease agreement with Eyethu Fishing (Pty) Ltd in August 2013, in terms of which Transnet leases to Eyethu a portion of Erf No. 1051 (in extent approximately 3991m²) and Erf No. 1049 (in extent approximately 211m²) in the Port of Port Elizabeth. The leased premises on Erf No. 1051 include a double-storey structural steel frame building with IBR roof sheeting and masonry walls partially clad with IBR sheeting. The ground floor is utilized for fishing operations including cold storage fridges whilst the first floor is used for offices and training of personnel. The portion of Erf No. 1049 consists of a masonry face brick building and a structural steel structure that serves as an ice plant.

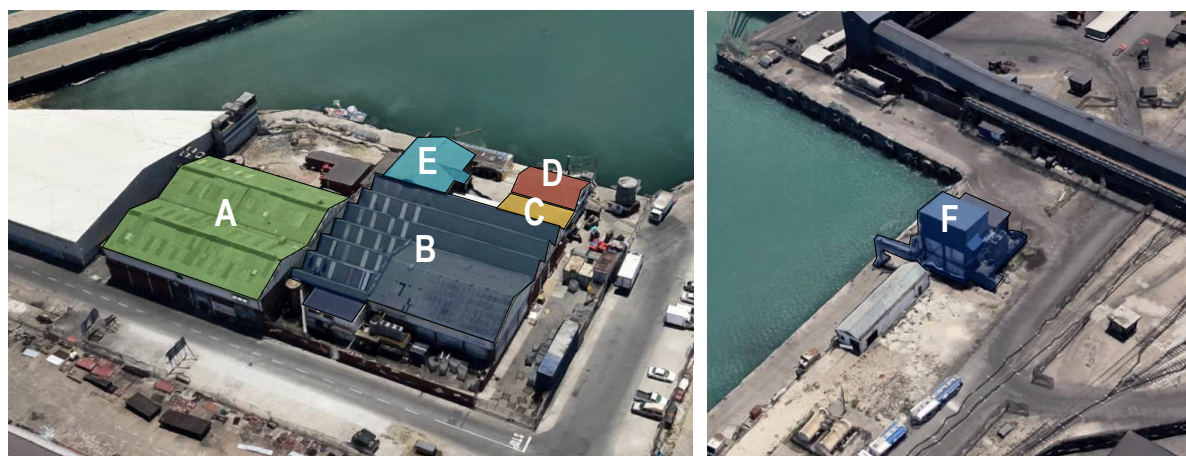


Figure 1: Eyethu Fishing leased premises

In February 2020, OBM Consultants and Project Managers were appointed to conduct a condition and structural integrity assessment of the premises. Based on the assessment findings and the associated capital costs of the recommended works, it was not deemed feasible to rehabilitate the building. A decision was made that the investment required was not justified and the building was earmarked for demolition and redevelopment at the

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M Phillips* (Group Chief Executive) H Makhathini* (Acting Group Chief Financial Officer)

*Executive

Group Company Secretary: Ms S Bopape

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end of the lease term, which occurs in March 2025.

The purpose of this report is to outline the current condition of the facility, re-evaluate the work conducted against the findings that were noted, and inform recommendation for continued use of the premises until development commences.

2. INSPECTION FINDINGS

2.1. Building A – Storage, staff welfare, and factory

The building consists of a double steel portal frame structure and brick in-fill walls. It is a double-storey structure with a concrete mezzanine floor and adjoining timber floor. The first floor consists of 76x228mm SAP rafters spaced at 415mm c/c, supported on steel beams.

According to load calculations, the floor can be subjected to a maximum live load of 2kN/m². As per SANS 10160-2:2011, the nominal imposed load for industrial buildings is at least 3kN/m². Furthermore, as per the requirements of SANS 10400-T:2011, buildings classified as D2 or D3 (low to moderate risk industrial) shall not be permitted to have a suspended floor of combustible material unless such floor has ground directly below it or is not more than 50mm above a non-combustible slab. Therefore, the first floor is not in compliance with both SANS 10160-2 and SANS 10400-T. Eyethu Fishing appointed Burden Consultants (Pty) Ltd to verify the load-carrying capacity of the existing timber first floor, which was certified for 200kg/m² provided that the timber members are regularly inspected and maintained. Furthermore, Eyethu Fishing has repositioned the female change rooms and staggered employee lunch breaks to prevent the congregation of personnel to conform to the imposed load restriction.

The TNPA Fire Department conducted a fire safety inspection of the premises in July 2024 where it was observed that the system was last serviced in June 2024, and due for a service in December 2024. The system was subsequently serviced in January 2025 and is deemed compliant. The next service is in July 2025.

2.2. Building B – Fish processing

The building consists of a steel portal frame structure, steel trusses, and brick in-fill walls. It is a double-volume structure with a steel mezzanine floor. The steel roof trusses are in fair condition. Some members display areas of corrosion, especially in the roof valleys. These roof members have been painted and treated with corrosion protection as per the recommendation.

2.3. Building C – Lean-to structure

This structure is an open mono-pitched lean-to structure constructed between buildings B and D. Overall, the structure is in good condition. The headroom at the top of the staircase is less than the required 2100mm as

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required by SANS 10400-M:2011. A warning sign has been installed at the top of the staircase and by the office exit door.

2.4. Building D - Offices

The building consists of a double-storey steel portal frame structure with prefabricated infill units. The ground floor is used for cold storage and the first floor for office space. IPE200 beams span the length of the building supported by IPE140 columns. Internal IPE140 transverse beams support 80x80x6.0mm angles which in turn support timber boarding. The roof consists of IPE140 portal rafters roughly at 20° to the horizontal.

The overall stability of the structure is intact which can be attributed to the building being tied to the adjacent lean-to structure. However, several of the structural components do not satisfy the minimum requirements for industrial buildings/offices. The internal beams are underdesigned with very high deflection and some members failed when designed for combined stresses. Some of the portal frame columns and rafters also failed when subjected to the design loading.

The structure does not comply with SANS 10160 and 10162. It is therefore recommended that the structure be dismantled and strengthened.



Figure 2: Treated members with traces of corrosion

2.5. Building E – Administration Building

The Administration Building consists of a conventional brick building with a reinforced concrete first floor and asbestos roof. The masonry parapet wall has become brittle due to chemical deterioration. A section of the wall

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has separated and poses a falling risk. It is recommended that the masonry wall be repaired by opening the mortar bed and placing galvanized flat bars into the mortar beds where the wall has separated, spaced at 255mm c/c, and regrouting the mortar beds. All obsolete metal fixtures should be removed to avoid the development of cracks due to anchor expansion as a result of corrosion.



Figure 3: Missing roof side panel (triangle)



Figure 4: Roof sheeting requires painting

2.6. Building F – Ice manufacturing plant

The Ice manufacturing plant consists of three structures:

- The ammonia refrigeration plant room which is a conventional brick double-storey building with a rib and block concrete first-floor slab and timber roof trusses with asbestos sheeting.
- Ice plant which is a double-storey structural steel structure.
- A structural steel ice plant conveyor.

Ammonia refrigeration plant

The roof drainage system is inadequate with gutters separating from the eaves and missing downpipes. It is recommended that the roof drainage system be repaired by installing new gutters and downpipes that properly attach to the eaves.

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Ice plant

The vertical sheeting and bottom girts, especially on the north-western side (seaside), are severely corroded and in poor condition. These members and cladding are beyond repair/rehabilitation, and it is recommended that the members and sheeting be replaced.



Figure 5: Dittached downpipe from the eave



Figure 6: Severely corroded vertical sheeting



Figure 7: Missing downpipe



Figure 8: Water stuck in the I beam causing further corrosion

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3. RECOMMENDATIONS

Based on the assessment conducted, the following recommendations were made:

3.1. Building A – Storage and staff welfare

- The imposed load restrictions be strictly adhered to, and as far as possible the congregation of personnel be avoided.
- The fire detection system was last serviced by an accredited service provider in January 2025 and is due for the next service in July 2025.

3.2. Building D – Offices

- A number of the structural components do not satisfy the minimum requirements for industrial buildings/offices. The internal beams are underdesigned with very high deflection and some members fail when designed for combined stresses. Some of the portal frame columns and rafters also failed when subjected to the design loading. It is therefore recommended that the structure be dismantled and strengthened as per the last report recommendation.
- Some of the steel members need to be retreated appropriately as they still show signs of corrosion

3.3. Building E – Administration Building

- There is a missing piece in the side roof truss, this piece should be replaced
- The roof sheeting need to be painted

3.4. Building F – Ice manufacturing plant

Ammonia refrigeration plant

- The roof drainage system is inadequate with one downpipe separating from the eaves and the other one is missing. These downpipes should be replaced with new ones.

Ice plant

- The vertical sheeting and bottom girts are severely corroded and in poor condition. These members and cladding should be replaced.
- The side cladding and the steel beams supporting it are badly corroded. The I beam in the middle does not have a drainage system and the water get stuck on the member causing further corrosion.
- The sheeting on the roof and vertical cladding is falling and poses a safety hazard.

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4. CONCLUSION

Based on the condition assessment conducted and the evidence provided, it is deemed that the premises are structurally sound and fit for continued operations subject to the implementation of the recommendations listed above.

It should be noted that the life span of the premises can be extended in the short term with continued maintenance, however, the measures implemented are deemed as mitigation measures to reduce the risk associated with the existing structures. The premises remain non-compliant in accordance with SANS 10160 and SANS 10400. As previously concluded, achieving compliance would require extensive capital investment, which remains non-viable, thus the recommendation for demolition.

It is therefore concluded that the duration of the tenure extension, if so approved by the particular governance structures, be informed by the shortest possible period required to conclude the demolition of the ex-Trade Motto Building and to advertise the vacant plot to the market. TNPA is mandated to ensure the leased premises are code-compliant, irrespective of the condition. The lease extension should therefore not exceed 3-5 years. It is further recommended that structural assessments are carried out at least every six (6) months to ensure the structural integrity of the various structures/ buildings in the facility.

A handwritten signature in black ink, appearing to read 'S. Mtintsilana', written over a horizontal line.

S Mtintsilana

Acting Senior Engineer

Port of Port Elizabeth

Transnet National Ports Authority

Date: 20 March 2025

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