

TRANSNET



The provision of Stevedore Container Service for Transnet SOC LTD (Reg no 1990/000900/30) operates as Transnet Port Terminals at the Port Elizabeth Container Terminal, Ngqura Container Terminal, Cape Town Container Terminal and Cape Town Multi-purpose terminal for a period of 2 (two) years.

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Interpretations and Definitions

Vessel is a **cargo ship** that carries all its load in truck-size intermodal containers, in a technique called containerization.

Foreman is a person responsible for the vessel operation, overseeing the stevedoring team at Transnet be is responsible for supervising the work of all Transnet Terminals site's operatives, ensuring that all work is delivered safely on time and within budget along with managing equipment and materials required.

Supervisor is a person of a lower-level management position that is primarily based on authority over workers including Foreman. Supervisor is responsible for scheduling, co-ordinating the work of all site operatives on higher level compared to Foreman.

Lashers are persons working on the container vessels performing general stevedoring duties mainly but not limited to container and cargo lashing and unlashings, manual stuffing, and de-stuffing of containers (if required).

Ship Gantry (Derrick) Operator refers to the winchman, the operator is the one who is controlling these the Ship gantry as they lift and release their loads.

Hatchman/Hatch lady is person overseeing the stevedore functions during vessel operations, providing operational assistance during vessel stowage, while maintaining communication with the Transnet Ship to Shore Crane Operators.

Sereng is person assisting hatchman/ hatch lady with stevedore functions during vessel operations.

Load Plan is document that assist in consolidating cargo to maximize the capacity of each vessel, the plan is provided to Stevedore by Transnet Port Terminals Planning office for loading process of containers onto the vessel.

Stowage plan for container ships or bay plan is method by which different types of container vessels are loaded with containers of specific standard sizes. The plans are used to maximize the economy of shipping and safety on board, the plan depicts the different bays, rows, and tiers where the containers should be discharged or loaded from or onto the vessel.

Lashing Plan is a plan that depicts how securing of cargo for transportation needs to be done, with the goal of minimizing shifting when in transit. The plan is provided by shipping line or ship representative through Transnet Port Terminals planning office.

Workmen are persons working on the container vessels performing manual stevedoring duties and/or labour.

Pratique is a permission granted to a ship to have dealings with a port, given after quarantine or on showing a clean bill of health to South African Port Health Representative.

TFR stands for Transnet Freight Rail

MPT stands for multi-Purpose Terminal

CTCT stands for Cape Town Container Terminal

PECT stands for Port Elizabeth Container Terminal

NCT stands for Ngqura Container Terminal

HIRA stands for Hazard Identification and Risk Assessment

SOP stands for Safe Operating Procedure

1. Introduction

Transnet Port Terminals (TPT) provides stevedoring operations as part of its container handling service offered to the shipping industry at its dedicated container terminals namely; Port Elizabeth container terminal, Ngqura container terminal, Cape Town container terminal and Cape Town multi-purpose terminal.

2. Purpose:

TPT intends to outsource the Stevedoring Operations (per port) to various Stevedore Operations **for a period of two (2) years**.

Number of service providers and location of services to be rendered:

- 2.1 Maximum of 2 service providers for the Port of Port Elizabeth, Ngqura. The two terminals operate with 2 x 12-hour shift system.
- 2.2 Maximum of 2 service providers for the Port of Cape Town, operating with 2 x 12-hour shifts per day.
- 2.3 Maximum of 2 service providers for the Port of Cape Town MPT, operating with 2 x 12-hour shifts per day.
- 2.4 The service providers to always conform to TPT shift patterns. The allocation and booking of respective service providers will be at the discretion of Transnet Port Terminal in accordance with operational needs. Transnet Port terminal planning office will allocate and assign vessel working accordingly.

3. Scope of Work:

- 3.1 TPT requires service providers to provide all stevedoring labor, and supervision necessary for the proper, efficient, and economic quality performance of the stevedoring services
- 3.2 Stevedores to ensure they are always on time to prevent delays on commencement of vessel.
- 3.3 To qualify as a stevedoring service provider, the mandatory requirement is a valid stevedoring license issued by Transnet National Ports Authority (TNPA) applicable to the container sector.
- 3.4 Core operational activities required:
- 3.5 The unlash of containers from container vessels to enable container discharge.
- 3.6 The lashing of container-on-container vessels for safe sea passage.
- 3.7 The tallying of containers on and off the vessel.
- 3.8 Giving directions to the TPT/Stevedoring Gantry driver to discharge and load containers safely.
- 3.9 The handling of un-containerized cargo, or containerized cargo, is out-of-gauge.
- 3.10 Arrange compositions of gangs of employees as per resource plan of each Port at TPT.
- 3.11 A standard Container Stevedore gang comprises of the following: -
 - 3.11.1 1 Foreman
 - 3.11.2 1 Hatchman
 - 3.11.3 1 Sereng (assistant hatchman)
 - 3.11.4 1 Supervisor (office duties, rosters, etc.)
 - 3.11.5 6 workmen
 - 3.11.6 Note: Minimum of **4 workmen** per gantry (crane) on the quayside on loading cycle and **2 workmen** per gantry (crane) on the quayside on discharge cycle **always** when handling automatic and/or semi-automatic twist-locks.

Breakbulk / Non-Containerized Cargo gang composition must align with specific port resource rules requiring a minimum of 14 workmen per gang

4. Deliverables from the Service Provider: General Deliverables

- 4.1 The removal and safe storage of lashing equipment – i.e. lashing bars, twist-locks, bridge fitting etc.

4.2 Upon discharge of containers

- 4.2.1 Attend all or any daily pre-plan meetings and all operational meetings to obtain the relevant documents and updated information prior to the arrival of the vessel, which is to be worked on.

- 4.2.2 Be present at the vessel's arrival to unlash containers in terms of the vessel's work programme. **(Unlash a minimum of two (2) full bays per gantry within forty-five (45) minutes of free pratique being declared on the vessel).**

Establish a formal written handover procedure between shifts, which must be signed off by both incoming and outgoing Foremen and available for inspection by TPT.

- 4.2.3 Supply sufficient manning as per TPT requirements, as shall be prescribed by TPT at the daily meetings,

- 4.2.4 The stevedore foreman must visually check and ensure that all discharge containers are completely unlash. ***Ensure all stevedore personnel are lifted to the top-tier on deck exclusively by means of an approved lifting cage with fall arrestors securely attached.***

Stevedore personnel will loosen the twist-locks and remove the lashing bars, ensuring their safe removal and storage.

Position the stevedore hatchman safely on board the vessel with a TPT-provided bay-plan and worksheet to guide the TPT Crane operators / Vessel Derricks Driver on discharge sequences.

Direct the crane driver to engage/disengage the twin lift function and report any changes in onboard stowage relation to twin lift operations.

- 4.2.5 Once the top tier of containers has been discharged, the stevedore lashers remove the twist-locks from the 2nd tier from the top of the next row or container etc. Once the top tier of containers has been discharged, lashers shall systematically remove twist-locks from the 2nd tier from the top of the next row.

- 4.2.11.1. In case of automatic twist-locks, stevedore personnel are positioned on the quayside to remove these twist-locks before the container is taken to the stack. For automatic twist-locks, position a minimum of 2 workmen per gantry on the quayside to safely remove twist-locks before the container is moved to the stack.

- 4.2.11.2. Twist-locks are stored in a designated twist-lock bin, onboard or ashore, as stipulated by the vessel Master, until required for loading.

- 4.2.6 Tally discharged containers by noting the exact time on the bay plan and on the TPT tally document, ensuring alignment with the plan.

- 4.2.7 Ensure correct containers are discharged in accordance with the bay-plan. Any discrepancies shall be reported to the TPT ship planner on duty before discharging the container.
- 4.2.8 Confirm with the Master of the vessel (or his duly authorized agent) that the hatch covers are in all respects ready to be lifted.
- 4.2.9 Remove the hatch covers as required with the crew's assistance, if required;
- 4.2.10 Land bi boxes for automatic twist locks and stacking cones when required.
- 4.2.11 Deliver completed discharge bay plans and a programme of the work done to TPT at the completion of every bay.
- 4.2.12 Have a formal handover procedure between shifts, which must be available for inspection by TPT as and when required by TPT.
- 4.2.13 From time to time and as and when required, to assume control of a third-party stevedoring company's employees during a shift where additional resources are required on a vessel at short notice, as may be determined by TPT.
- 4.2.14 Report all incidents of damage/injury/incorrect stowage/non-conformance to the Terminal Operator (TPT) as and when it happens to any statutory body, all within the required time frame.
- 4.2.15 Provide all necessary lashing/discharge gear for breakbulk cargo operation and skilled labor to ensure safe handling of cargo.
- 4.2.16 As and when required, provide experienced Vessel Dericks (crane) operator for geared ships or barge operations.
- 4.2.17 Forklift Operations: The Service Provider is required to lease a dedicated forklift. The use of TPT equipment is strictly prohibited. However, in exceptional circumstances where the provider's forklift is out for service, temporary written permission may be requested from TPT Operations Manager to utilize TPT resources.
- 4.2.18 The Stevedores are required to Lease a Forklift. TPT can assist when the service provider's forklift is out for service, permission to be requested from TPT Management.
- 4.2.19 Use of TPT equipment is strictly prohibited.

4.3 Upon loading of containers

- 4.3.1 Attend all and any pre-plan meetings daily, obtain the relevant documents (load plan provided by TPT Planning Department) and obtain updated information prior to the vessel starting the load.
- 4.3.2 Prepare lashing, together with twist locks, stacking cones and bridge pieces.
- 4.3.3 The stevedore hatchman is required to follow the stow plan and adhere to ad hoc changes as per shift managers instructions (verbally/written).
- 4.3.4 Supply sufficient manning as per TPT's requirements, as prescribed at the daily meetings referred.

- 4.3.5 Place twist locks onto containers on board or ashore, as stipulated by the vessel's Master or his authorized representative.
- 4.3.6 Direct the gantry/crane driver to stow the containers in the allocated cells as per the load bay plan.
- 4.3.7 Hatchman tallies each container – checking container number, required stow position and records time landed on board on the by-plan.
- 4.3.8 Ensure correct containers are loaded in positions as stipulated on the bay-plan. (Where discrepancies arise, an alternate stow position must be obtained from the TPT ship planner on duty.)
- 4.3.9 Reefer Safety: For reefer containers, the stevedore foreman/forelady must obtain a signed confirmation from the Master prior to loading, indicating the required orientation/direction of the doors to ensure proximity to power plugs and prevent operational damage
- 4.3.10 For empty reefers, the stevedore workmen must check for any reefer cables hanging out of supplied cable pockets, when cable is seen hanging out of the pocket, it must be tucked inside to safeguard it from damages.
- 4.3.11 Once first tier on containers is loaded, stevedore lashers place twist-locks, or bridge fittings on top of the first tier.
- 4.3.12 2nd Tier of containers is then loaded and again twist-locks are placed on top etc.
- 4.3.13 Replace the hatch covers as required with the crew's assistance, if required.
- 4.3.14 Lash the containers as per the vessels' work programme and/or the requirements of the Master and ensure that all containers on board the vessel are fully lashed within fifteen (15) minutes of the last container being loaded on board.
- 4.4. Post Vessel Loading, Service Provider to
 - 4.4.1. Obtain a signed declaration from the Master of the vessel confirming that the lashing plan has been completed to his satisfaction. This confirmation must be retained by the Service Provider for the 2-year duration of the contract and be available to TPT on request.
 - 4.4.2. Maintain all gear used during the Stevedoring Services are in good working order and condition.
 - 4.4.3. Deliver completed discharge bay plans and the programme of work done to TPT at the completion of every shift.
 - 4.4.4. Ensure all stevedore personnel are off the vessel and fully accounted for on completion of lashing. Perform a headcount to ensure all stevedore personnel are off the vessel and fully accounted for immediately upon completion of lashing.
 - 4.4.5. Report all incidents of damage/injury/incorrect stowage/non-conformance to the Terminal Operator of the Terminal within the shift

that they occur on and to any statutory body, all within the required time frame.

- 4.4.6. Accept full financial liability for all operational costs, re-handling fees, or vessel delays relating to incorrect stowage caused by the stevedore crew.
 - 4.4.7. After completion of vessel, a copy of signed paperwork (discharge/loading papers) needs to be issued to TPT Planning.
 - 4.4.8. For reefer containers, the stevedore foremen/ foreladies must get a signed confirmation from Master prior loading, indicating the direction of the doors. This is to ensure that the containers are not far from power sockets whilst preventing containers incorrectly loaded.
 - 4.4.9. For empty reefers, the stevedore workmen must check for any reefer cables hanging out of supplied cable pockets, when cable is seen hanging out of the pocket, it must be tucked inside to safeguard it from damages.
 - 4.4.10. Be liable for all costs relating to incorrect stowage.
 - 4.4.11. Lash the vessel in case of emergency evacuation (force majeure).
 - 4.4.12. Stow all un-used gear on board vessel.
- 4.5. For handling of non-containerized cargo,
- 4.5.1. Shipping Line to make application to TPT who will get a quote from the relevant stevedore personnel to handle the cargo prior to the arrival of the vessel.
 - 4.5.2. The Service Provider must supply all specialized lifting equipment, which must be clearly certified with a visible Safe Working Load (SWL), including forklifts and specialized gear required for out-of-gauge containers
 - 4.5.3. Stevedore personnel need to note and communicate the accurate cause of incident, which may result in claims.
 - 4.5.4. Report incident to Operations Supervisor on shift.
 - 4.5.5. Operations Supervisor will inform SHEQ department.
 - 4.5.6. Stevedore will undergo a breathalyzer and drug test at TPT Clinic.
 - 4.5.7. A written statement of the occurrence will be submitted to Operations Supervisor before end of the shift. shift
 - 4.5.8. SHEQ department will assist and form part in the Incident Investigation.
 - 4.5.9. **Arrange compositions of gangs of employees as per resource plan of TPT as per Port Specific, minimum of 14 workmen per gang.**

- 4.5.10. **Forklift Operator with a 4-ton license** only for Port Elizabeth, and Ngqura Container Terminals.
- 4.5.11. Update NAVIS using HHT to confirm loaded container position or stowage slot on the vessel to facilitate loading out of sequence, this will be an adhoc requirement. (TPT to facilitate training in near future)
- 4.5.12. Provide all necessary lashing/loading gear for breakbulk cargo operation and skilled labour to ensure safe handling of cargo.

5. Performance Requirements

The Stevedore Company's performance will be monitored monthly through a formal Service Level Agreement (SLA) based directly on the operational deliverables and productivity targets outlined herein.

6. Obligations of the Service Provider: -

- 6.4. Provide all stevedoring labour and supervision necessary for the proper, efficient and economic performance of the Stevedoring Service and shall ensure that such performance is carried out in such a way that it will enable TPT to achieve its set productivity rates, full details of which the stevedoring service provider hereby acknowledges being aware of.
- 6.5. Supply and maintain all required standard and Specialized Equipment. All gear must be clean, regularly serviced, in sound working condition, and comply fully with the Occupational Health and Safety (OHS) Act. The choice of equipment lies with the provider, subject to the following non-negotiable terms:.
 - 6.5.1. Is in possession of the prescribed and requisite equipment (which shall always be clean, serviced and in sound working order and condition) to enable him to perform his duties in terms of this Agreement pursuant to the obligations of the stevedoring service provider to provide the Stevedoring Services.
 - 6.5.2. All lifting gear must possess a valid inspection certificate from an accredited service provider and be clearly marked.
 - 6.5.3. The stevedoring service provider undertakes irrevocably in favor of TPT that it will at no stage during the performance by it of its obligations in terms of the Agreement and/or the delivery by it of the Stevedoring services, use equipment and/or Specialized Equipment which is not to its knowledge and belief in safe, good and proper working order and condition and which complies fully and effectively with the OSH Act.
 - 6.5.4. The choice of equipment and specialized equipment shall lie with the stevedoring service provider. Without limitation, however, the stevedoring service provider always undertakes to ensure that:

- 6.5.4.1. All lifting gear has a valid current inspection certificate and is inspected by accredited service providers, which complies with all applicable legislation, as well as clearly marked.
- 6.5.4.2. For **Port Elizabeth Container: On Ad hoc basis**, TPT will utilize straddle carriers to transport OOGs from/to quayside thus Stevedore workmen will be required to assist with hooking and unhooking of chains off straddle carriers under Ship to Shore Crane. **This exception will be to cater for the shortages of trailers ONLY**, and communication shall be shared in the preplan meetings as part of readiness plan.
- 6.5.5. The equipment and specialized equipment will be removed from wharfs, quays, jetties, and other workplaces in the Port without delay after the stevedoring services are completed on each vessel, or within such extended time as TPT may determine in its sole discretion.
- 6.5.6. All the equipment and specialized equipment will at all times be in proper working order and condition that (without limitation) all machines and vehicles will be inspected by the stevedoring service provider regularly for oil leaks and/or oil spills.
- 6.5.7. The stevedoring service provider undertakes to immediately report any spillages to the authorities at the Port. Cleaning cost incurred by the Port shall be recouped from stevedoring service provider account.
- 6.5.8. Any spillage and waste must be disposed of at an appropriate landfill site in accordance with all the relevant and appropriate environmental legislation.
- 6.5.9. The stevedoring service provider hereby indemnifies and hold TPT harmless against all claims of whatsoever nature and howsoever arising, which may be made against it by any environmental authority as a result of the breach by the stevedoring service provider.
- 6.5.10. TPT is, prior to the commencement of work by the stevedoring service provider on any vessel, furnished with documented examination and performance test certificates of the equipment and specialized equipment, which certificates have been completed by a competent authority.
- 6.5.11. Container lifting gear is available, as and when may be required.
- 6.5.12. Without delay ensure that the specialized equipment is made available by it as and when it may be required for the purposes of Stevedoring Services and have all other relevant and appropriate equipment on hand and readily available at all appropriate times so as to commence the Stevedoring Service without any delay of any nature whatsoever.

- 6.5.13. Chains and/or hooks are used for handling empty containers on the deck of a vessel when the stevedore personnel utilizes ship's gear/ cranes in performing the Stevedoring Services.
- 6.5.14. Over-height gear is limited to and used only for "out of gauge units".
- 6.5.15. Adequate lifting equipment are available when working vessels with ships' gear.
- 6.5.16. The stevedoring service provider undertakes to perform the Stevedoring Service, including the handling of automated twistlocks on the quayside, in accordance with the hours of work as may be stipulated by TPT, which shall include hours of work on all public holiday, save as may be otherwise agreed between the Parties, or failing agreement, as may be determined by TPT.
- 6.5.17. The stevedoring service provider shall ensure that during the loading and offloading of containers, that all necessary and reasonable measures are taken by it to prevent the spillage of cargo or containers into the waters of the Port, or onto the quayside. The cost of any recovery of any cargo or containers and/or the costs of clean-up of any spillage made into the waters of the Port shall be for the sole account of the stevedoring service provider and it hereby indemnifies TPT against all costs, charges and claims of whatsoever nature and howsoever arising which may be made against it by any person arising out of a breach.
- 6.5.18. The stevedoring service provider hereby accepts all liability of whatsoever nature and howsoever arising and whether direct or indirect, for any failure of the equipment and/or the specialised equipment and hereby indemnifies TPT and holds TPT harmless against all claims of whatsoever nature and howsoever arising which may be made against TPT by virtue of the breach by the stevedoring service provider.
- 6.6. Ensure that all its employees are employed by it as stevedore personnel:
- 6.7. Comply with the identification requirements of TPT at all relevant times. Identification for all purposes arising out of this agreement shall include, but not be limited to: -
 - 6.7.1. A standard uniform as agreed upon between the Parties and failing agreement, as may be stipulated by TPT, which shall consist of at least:
 - 6.7.2. Adequate clothing for protection against inclement or cold weather and which shall, without limitation, include a jersey, warm weather coat and a full-length rain suit. For clear identification and access control Stevedore's employees are to be correctly dressed in the Stevedore company branded clothing, not in TPT or Shipping line clothing.
 - 6.7.3. A numbered reflector jacket / day-glow jacket with Stevedore's name and surname of site appearing legibly on both the front and the back.

- 6.7.4. An identity disc, tag or other device as agreed upon by the Parties, or as may be stipulated by TPT if no agreement can be reached between them. Such identity disc, tag or other devices shall contain one of the following types of information
 - 6.7.4.1. A recent colour photograph of the employee
 - 6.7.4.2. His/her full names, surname and any other name(s) by which he/she is known.
 - 6.7.4.3. His/her identity number
- 6.8. Ensure that when on duty (unless TPT decides otherwise), each employee shall wear the identity disc, which shall be issued by TPT at the stevedoring service providers' own cost.
- 6.9. Ensure that when on duty, each employee:
 - 6.9.1. Wears the standard uniform in accordance with the provisions of the Agreement, together with personal protective equipment (such as day glow vests, safety boots, hard hats, safety harnesses, overalls, and any other requisite safety gear) as may be agreed upon between parties (and failing agreement, as may be prescribed by TPT), all of which shall be provided by the stevedoring service provider at its own cost.
 - 6.9.2. Work shifts and/or overtime as and when may be required by TPT, or as may otherwise be agreed upon between the parties (and failing agreement as may be prescribed by TPT) and furnish TPT with such details of all shift changes and procedures as may occur during every twenty-four (24) hour period during the entire period that the Agreement is of full force and effect.
 - 6.9.3. At all times ensure that each shift pattern coincides with TPT's shift patterns, as they may occur from time to time.
- 6.10. Ensure that all employees who are under the stevedoring service provider:
 - 6.10.1. Be physically fit and in a sufficient sound mental condition to perform their duties in connection with the delivery of the stevedoring services.
 - 6.10.2. Medical and Physical Fitness Rules: All employees must be physically and mentally fit. They must undergo annual medical examinations conducted by a registered Occupational Medical Practitioner (OMP). This examination must include eye testing by an optometrist, audiometric testing by an audiologist, and psychological/physical fitness certification specifically for working at elevated positions (vertigo screening). Current certificates must be made available to TPT upon request. Are subject to and comply strictly with the code of conduct as may be agreed upon between the Parties, and failing agreement, as shall be prescribed from time to time by TPT.

- 6.10.3. Are continuously competently re-trained as is deemed necessary by TPT during the term of this Agreement for the purposes of the Stevedoring Services, and the training is to be done at the stevedoring service provider's own cost.
- 6.10.4. Do not loiter at or near any vessel in the Port before or after the commencement and/or completion of the Stevedoring Services.
- 6.10.5. Are prohibited from using any part of the gantry crane as place of refuge/rest/sleep or any other unsafe practice which is not part of the stevedoring function.
- 6.10.6. **Personnel Transport:** Provide closed-top vehicles (the use of open-top trucks or light delivery vehicles/LDV's is strictly prohibited) fitted with an active, amber flashing revolving light to transport employees within the confines of the TPT operational area to and from the vessel berths. Ensure that all closed-top vehicles, (no open top trucks/LDV's) when in use by the stevedoring service provider to transport employees within the confines of the TPT Operational area, are fitted with an amber flashing revolving light which shall be switched on and always in good working order and condition.
- 6.11. Sign off each employee's duties at the end of each shift.
- 6.12. Prohibit its employees from using the container-stacking as a thoroughfare to gain access from one section of the workplace to the other.
- 6.13. Provide proper accredited training and induction for each employee to enable him to discharge his duties efficiently and safely and establish a training plan which the stevedoring service provider shall make available to TPT for inspection by it upon request at all reasonable times.
 - 6.11.1 Only employ duly qualified, trained and competent persons, all of whom shall be sourced by the stevedoring service provider.
 - 6.11.2 Ensure all stevedore personnel undergo TPT safety induction prior to acquisition of employee's identity tag or ID card;
- 6.12 Ensure that 75% of the total work force of the stevedoring service provider is permanent, calculated initially as at the commencement date and undertakes to keep such percentage at this level for the entire duration of the Agreement.
- 6.13 Be replaced forthwith by the stevedoring service provider should any such employee be found to be unsuitable for employment in the Stevedoring Services by TPT for any reason whatsoever, in its sole and unfettered discretion.
- 6.14 Ensure that all of the stevedoring service provider employees are aware and have consented in writing (prior to entering TPT's premises) to the service provider carrying out background and identity checks as well as to TPT carrying out searches of property

or persons and/or conducting drug, alcohol and/or polygraph tests at the stevedoring service provider cost on all or any of such employees at any time and from time to time as TPT in its sole discretion may decide;

- 6.15 Ensure that all employees adhere to TPT's regulations, rules, operating methods and procedures whilst the stevedore personnel provide the stevedoring services.
- 6.16 Apply suitably qualified and competent winchmen (i.e. ship(s) crane drivers) as and when they may be required in connection with the Stevedoring Services;
- 6.17 Ensure that each employee exercises all necessary care and diligence in and about his duties arising out of the fulfilment by the stevedoring service provider.
- 6.18 Ensure that each employee complies with law and all statutory enactments that are applicable to him and/or the stevedore personnel in any way whatsoever, whether directly or indirectly in and about the provision by the stevedoring service provider.
- 6.19 Make the relevant provisions of the Agreement known to all its employees on or before the commencement date and confirm this fact to TPT in writing on the commencement date.
- 6.20 Sufficient radio equipment is on hand at all relevant times to ensure effective and efficient communication by the stevedore personnel with vessel or mobile crane and gantry drivers during the Stevedoring Services.
- 6.21 It informs TPT of the number of twists locks it requires for an operation to enable TPT to ensure that the Line/s provide sufficient twist locks.
- 6.22 The stevedoring service provider undertakes to perform the Stevedoring Services, including the handling of automated twist locks on the quayside, in accordance with the hours of work as may be stipulated by TPT, which shall include hours of work on all public holidays.
- 6.23 The stevedoring service provider undertakes to perform the Stevedoring Services diligently, safely and without deliberate or undue delay.
- 6.24 The stevedoring service provider undertakes to attend all planning and debriefing meetings fixed by TPT for vessels in respect of which the stevedoring service provider is required to undertake and deliver the Stevedoring services, to expedite the handling of vessels and containers through the Port and to enable TPT to advise its set productivity rates.
- 6.25 The stevedoring service provider undertakes that the performance of the stevedoring services on board any vessel shall always be supervised by and be subject to the direction and approval of the vessel's Master, or his duly authorised agent.

- 6.26 The stevedoring service provider undertakes to re-direct stevedore gangs from one berth to another as and when required by TPT.
- 6.27 Do whatever necessary to ensure that during all loading and unloading operations, the hatchman shall so position himself that he has a clear, safe and unobstructed view of the operations of the gantry-crane driver always; and
- 6.28 Be responsible and entirely accountable for ensuring that a clear and direct communication link is provided, established and always maintained during the provision of the Stevedoring Services between the hatchman and the gantry-crane driver.
- 6.29 The stevedoring service provider shall ensure that all its employees comply fully with the prescribed Conditions of Entry to TPT's operational and security procedures and policies, as they may be amended from time to time by TPT in its sole discretion, with the details of all of which the stevedore personnel hereby confirm it is fully and effectively acquainted.
- 6.30 The delivery of the Stevedoring Services shall at all times be performed under the personal supervision and control of a competent and qualified supervisor, whose name and other details shall be furnished by the stevedoring service provider to TPT on or before the commencement date.
- 6.31 The supervisor shall carry out all the necessary and proper supervision of the Stevedoring Services and must be available for the duration of the vessel working in the Port.
- 6.32 The stevedoring service provider undertakes to have written safety, health, environmental, and quality programmes in place on the Commencement Date, which shall be made available for scrutiny to TPT by the stevedoring service provider upon request at all reasonable times. Part of the programme will indicate initiative(s) to be embarked upon to reduce or minimize incidents, injuries, illnesses and fatalities.
- 6.33 The Stevedoring service provider undertakes to report immediately or within the same shift all incidents and injuries that occurred within TPT premises and within normal stevedoring activities. An incident report shall be furnished to the Terminal Operator within three (3) working days.
- 6.34 The stevedoring service provider undertakes to provide harnesses for its employees working on board vessels, especially hatchman and unlasher crew.
- 6.35 Damage to any container in the loading and unloading of the vessel will forthwith be recorded and reported to the operations supervisor at the terminal, before the vessel leaves the terminal. If containers are damaged upon delivery, then a container damage report must be completed with the necessary evidence i.e photographs to confirm the damage.

6.36 The stevedoring service provider is to immediately, before the vessel leaves the terminal, report to a terminal Operations Supervisor any incident at the container terminal giving rise to death/injury to any person, and loss/damage to property of any nature.

6.37 The stevedoring service provider must have the following covered: -

- Public liability insurance, per service provider per terminal, with a minimum of R10 million per occurrence/incident.
- Letter of Good Standing (COLD)
- Strike/ Riot provided by South African Special Risks Insurance Association (SASRIA) in case TPT experience go slow around terminal.
- Assets Policy for vehicles that will access the operational areas, TPT will not be liable if incident occurred in TPT operation area.

7. Safety, Health, Environmental, and Quality (SHEQ) Requirements

7.1. SHEQ File Evaluation & Site Access Approval (A Contract Compliance File Assessment Checklist will be shared with Service Provider to complete and returned).

7.1.1. Prior to contract commencement, the Service Provider must submit a comprehensive, site-specific Health and Safety File to the TPT SHEQ department for evaluation and written approval.

7.1.2. The SHEQ file must contain a fully detailed Company Profile outlining the exact scope of work, a site-specific Organogram mapping the reporting structure, and contact details of all legally appointed individuals under the OHS Act No. 85 of 1993.

7.1.3. No employee, vehicle or piece of machinery will be granted entry to TPT operational zones or vessels until the Compliance File is formally marked "Approved" by the TPT reviewing team.

7.2. Mandatory Statutory Legal Appointments

7.2.1. The Service Provider must provide fully completed, signed letters of legal appointment accompanied by abbreviated CVs and accredited competency certificates for the following critical roles:

- *Section 16(2) – Delegated Authority / Assistant to the Chief Executive Officer.*
- *CR 8(7) – Construction/Operational Supervisor (must maintain continuous site presence during vessel workings).*
- *CR 8(8) – Assistant Construction/Operational Supervisor.*
- *CR 8(5) – Construction/Operational Safety Officer.*
- *CR 9(1) – Competent Risk Assessor.*
- *CR 10(1)(a) & CR 10(2)(b) – Fall Protection Planner and Working at Heights Rescue Specialist.*
- *CR 23(d)(k) – Driven Machinery / Mobile Vehicle Operator and Inspector.*
- *GSR 3.4 – Certified First Aider (minimum 1 per active stevedore gang).*
- *Section 24 & GAR 9(2) – Competent Incident Investigator.*
- *Section 17(1) – Safety, Health, and Environment (SHE) Representative (mandatory for workforces exceeding 20 employees).*

- *CR 28(a) – Stacking and Storage Supervisor (governing twist-lock bin and gear management).*
- *GSR 13(a) – Ladder and Access Equipment Inspector.*

7.3. Hazard Identification, Risk Assessments (HIRA) & Safe Systems of Work

7.3.1. The Service Provider must compile a project-specific High-Risk Task Inventory Register.

7.3.2. A detailed Hazard Identification and Risk Assessment (HIRA), Method Statement and Safe Operating Procedure (SOP) must be generated for every specific task performed under this contract. These must explicitly cover high-risk maritime tasks, including:

- Manual lashing and unlashings on vessel deck tiers.
- Working at heights and handling heavy lashing bars.
- Working directly adjacent to or over water on the vessel edge or quayside.
- Quayside handling of automatic twist-locks directly beneath live Ship-to-Shore crane operations.
- *Handling Out-of-Gauge (OOG) or breakbulk cargo using specialized lifting tackle.*

7.3.3. Toolbox Talks: A documented Daily Risk Assessment and Toolbox Talk must be completed and signed by the entire stevedore gang prior to the start of every shift, or when weather or operational environments shift.

7.4. Fall Protection and Elevated Work Protocols

7.4.1. Due to the requirement that stevedore personnel are regularly lifted to top deck tiers, a comprehensive, site-specific Fall Protection Plan and Emergency Rescue Plan must be compiled by a competent person and attached to the SHEQ file.

7.4.2. The Service Provider must provide accredited elevated work and safety harness training for all lashers, hatchmen and supervisors.

7.4.3. All safety harnesses, lifelines and fall arrestors must be recorded in a dedicated Working at Height Equipment Register and inspected before every shift via a formal checklist.

7.5. Occurrence Management Procedures

7.5.1. Immediate Notification: The Service Provider must report verbally and in writing any incident resulting in injury, death, property damage, or close-shave non-conformance to the TPT Operations Supervisor on shift immediately within the shift it occurs.

7.5.2. Mandatory Screening: Following any incident or property damage, all involved Stevedore personnel must immediately undergo a mandatory breathalyzer and drug test at the TPT Clinic at the Service Provider's own cost.

7.5.3. Investigation Timelines: The Service Provider's appointed Incident Investigator must submit a detailed written statement and incident review report to the TPT Operations Supervisor within three (3) working days of the occurrence.

7.5.4. Statutory Registers: The Service Provider must maintain an accurate on-site Register of First Aid Injuries and a formal Register of Reportable Injuries to the Provincial Director.

7.6. Environmental Control & Spillage Management Liabilities

7.6.1. The Service Provider must have a written Environmental Management Plan in place on the Commencement Date.

7.6.2. All vehicles, forklifts, and mechanical gear must be inspected daily for oil leaks, hydraulic defects, or fuel spills and findings must be logged in a Vehicle Inspection Register.

7.6.3. Any operational spillage of fluids or cargo into the Port waters or onto the quayside must be reported immediately to the Terminal.

7.6.4. Financial Indemnity: The Service Provider assumes sole financial liability and hereby indemnifies TPT against all claims, fines or cleanup costs incurred by the Port or environmental authorities arising from a spill or operational breach.

7.6.5. All hazardous spill waste must be disposed of at an approved, certified landfill site in strict compliance with national environmental legislation, and safe disposal certificates must be maintained.

7.7. Mandatory Inspection Registers and Checklists

7.7.1. The Service Provider must maintain the following operational and safety registers on-site. These must be updated via daily or weekly inspection checklists and made available for TPT compliance audits at any time:

- Site Visitors Register.
- Hand Tools & Lashing Equipment Inspection Register (governing lashing bars and twist-lock structural integrity).
- PPE Inspection Register (backed by an active employee issue log).
- First Aid Kit Inspection Register.
- Lifting Tackle and Specialized Gear Register (including certifications for out-of-gauge attachments).
- Vehicle & Forklift Mobile Equipment Checklists.

8. Obligations of Transnet Port Terminals

- 8.4. In order to enable the stevedore personnel to properly carry out the stevedoring services in accordance with the provisions of clause 4, TPT undertakes to ensure that before the stevedoring services commence, any vessel upon which containers

are to be loaded or from which containers are to be discharged, is ready in every respect to enable the stevedore personnel to perform the stevedoring services.

- 8.5. TPT undertakes to afford the stevedoring service provider such assistance as may be reasonably required by it to perform the stevedoring services, provided that under no circumstances shall such assistance be regarded as creating any obligation of any nature on the part of TPT, nor shall it relieve the Stevedore of any/all of its responsibilities to comply with any/all of the obligations imposed upon it in terms of this Agreement;
- 8.6. The stevedoring service provider is (at no cost to it) afforded access to TPT's and the vessels equipment (including but not limited to) shore gantries, gantry attachments, safety cages, derricks, cranes, winches, attachments, as also to sufficient and necessary lighting to enable the Stevedore to perform the Stevedoring Services.

9. Constraints

Vessel estimated time of arrivals / departures may change which is beyond the control of TPT and therefore standby costs due to weather must be taken into consideration when costing.

10. Mandatory Insurances & Legal Compliance

10.1. The Service Provider must maintain the following coverage active for the entire 2-year contract duration, filing proof within their SHEQ File:

- Valid Letter of Good Standing with the Compensation Commissioner (COID) or Federated Employers Mutual (FEM).
- *Public Liability Insurance per service provider, per terminal, with a minimum limit of R10 Million per single occurrence or incident.*
- *Strike / Riot / Political Unrest Insurance provided explicitly by the South African Special Risks Insurance Association (SASRIA) to protect operations against terminal slow-downs or labor disruptions.*
- *Comprehensive Assets Policy covering all corporate vehicles, crew buses, and forklifts accessing TPT operational boundaries; TPT accepts zero liability for private vehicle incidents inside the port.*
- *Section 37(2) Mandatory Agreement: A fully signed Section 37(2) legal agreement between the Client (TPT) and the Principal Contractor (the Stevedore) must be executed on the commencement date.*

Signatories:

Approved By:

 pp

Malixole Mahobe

Senior Operations Manager: NCT

Date:

Approved By:

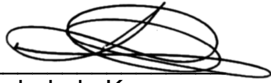


Nolundi Mhlauli

Senior Operations Manager: PECT and Automotive

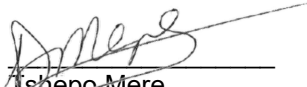
Date: 27 May 2026

Approved By:



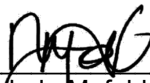
Lubabalo Kenana
Senior Planning Manager: CTCT
Date: 27/05/2026

Approved By:



Tshapo Mire
Planning Manager: CTMPT
Date: 27 May 2026

Approved By:

pp 

Maphelo Mafahla
Acting Senior Operations Manager: CTCT
Date:

Approved By:



Brandall Johns
Senior Operations Manager: CTMPT
Date: 27/05/2026