Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet]**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

FOR THE PROVISION OF CONSTRUCTION PLANT HIRE SERVICES ON AN AS AND WHEN REQUIRED BASIS AT THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS

RFP NUMBER	**TNPA/2026/06/1234/6969/RFP**
ISSUE DATE:	**19 OCTOBER 2026**
NON- COMPULSORY BRIEFING:	**27 OCTOBER 2026**
CLOSING DATE:	**18 NOVEMBER 2026**
CLOSING TIME:	**14:00**
BID VALIDITY PERIOD:	**180 BUSINESS DAYS FROM CLOSING DATE**

SUBMISSION TO: **Transnet e-tender submission portal – see SBD 1 for details**

TECHNICAL- PREQUALIFICATION CRITERIA

1. **VALID SABS/SANS STANDARDS CERTIFICATE FOR ALL CONSTRUCTION PLANTS AS PER SCOPE OF WORK**

SCHEDULE OF BID DOCUMENTS

Section No **Page**

SECTION 1: SBD1 FORM 3
SECTION 2 : NOTICE TO BIDDERS 7
1 INVITATION TO BID 7
2 FORMAL BRIEFING 9
3 PROPOSAL SUBMISSION 9
4 RFP INSTRUCTIONS 10
5 JOINT VENTURES OR CONSORTIUMS 10
6 COMMUNICATION 11
7 CONFIDENTIALITY 11
8 COMPLIANCE 12
9 EMPLOYMENT EQUITY ACT 12
10 DISCLAIMERS 12
11 LEGAL REVIEW 13
12 SECURITY CLEARANCE 13
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS 14
SECTION 4: PRICING AND DELIVERY SCHEDULE 20
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS 24
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS 29
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM 30
SECTION 8: RFP CLARIFICATION REQUEST FORM 34
SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM 35
SECTION 11: PROTECTION OF PERSONAL INFORMATION 41

RFP ANNEXURES:

ANNEXURE A. MASTER AGREEMENT
ANNEXURE B. SCHEDULE OF REQUIREMENTS
ANNEXURE C. SCOPE OF WORK
ANNEXURE D. TECHNICAL EVALUATION
ANNEXURE E. SERVICE LEVEL AGREEMENT (SLA)
ANNEXURE F. TRANSNET'S GENERAL BID CONDITIONS
ANNEXURE G. TRANSNET'S SUPPLIER INTEGRITY PACT
ANNEXURE H. NON-DISCLOSURE AGREEMENT
ANNEXURE I. HEALTH AND SAFETY SPECIFICATION
ANNEXURE J. PRICING SCHEDULE **(This annexure is for reference purposes only; Bidders are required to compete an electronic pricing schedule on the eSupplier system)**

RFP FOR THE PROVISION OF CONSTRUCTION PLANT HIRE SERVICES ON AN AS AND WHEN REQUIRED BASIS AT THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE PROVISION OF CONSTRUCTION PLANT HIRE SERVICES ON AN AS AND WHEN REQUIRED BASIS AT THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS							
BID NUMBER:	**TNPA/2026/06/1234/6969/RFP**	ISSUE DATE:	**19/10/2026**	CLOSING DATE:	**18/11/2026**	CLOSING TIME:	**14:00**
DESCRIPTION	**FOR THE PROVISION OF CONSTRUCTION PLANT HIRE SERVICES ON AN AS AND WHEN REQUIRED BASIS AT THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS**						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/)

b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;

- - to sign in if already registered;

c) Click on "ADVERTISED TENDERS" to view advertised tenders;

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;

e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**

f) **Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule shall be accepted.**

g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid

through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

l) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Nozipho Khumalo**
TELEPHONE NUMBER	
FACSIMILE NUMBER	
E-MAIL ADDRESS	TNPAtenderenquiriesdbn@transnet.net

SUPPLIER INFORMATION NB- Contact details below will be used to make contact with the Service Provider. Return of other contact details anywhere else in the tender document will NOT be used to contact the service provider.				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.				
	TCP PIN		OR	CSD NO
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No		**OR**	**BBEEE STATUS LEVEL SWORN AFFIDAVIT**
If Yes, Who was the Certificate issued by?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Bidder	……	Date:	……

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ 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 / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7	RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON 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 SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

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:_____

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 an **entity**, **Respondent** or **Bidder**].

DESCRIPTION	For the Provision of Construction Plant Hire Services on an as and when required basis at the Port of Durban for a period of thirty-six (36) months
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website only. If you receive tender adverts for Transnet in any other platform other than the ones mentioned, it is your duty to verify the authenticity, accuracy, latest updates and reliability of the information with the platforms mentioned. Should both of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been in the list, click on the 'Tender documents" tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet Portal at (https://esupplierportal.transnet.net/portal/)
COMMUNICATION	Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 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 requested must be directed to the contact person stated in the SBD 1 form Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP. 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.

BRIEFING SESSION	**Yes Non-Compulsory** Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: TNPAtenderenquiriesdbn@transnet.net This is to ensure that Transnet may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	**14:00 on 18 November 2026** Bidders must ensure that bids are uploaded timeously onto the system. If a bid is late, it will not be accepted for consideration. Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted. Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
VALIDITY PERIOD	**180 Business Days from Closing Date** 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 contract 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 tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.10

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A non-compulsory clarification RFP briefing will be conducted virtually via Teams on the 27 October 2026 at 10:00 for a period of ± 1 hour.

Microsoft Teams meeting	Dial in by phone	Join on a video conferencing device
Meeting ID: **310 413 632 709 688** Passcode: **9Nj7t3YA**	+27 21 835 5059,82220470# South Africa, Cape Town Find a local number Phone conference ID: 822 204 70#	Tenant key: **teams@transnet.onpexip.com** Video ID: **123 035 332 2**

The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.

2.2 Respondents are encouraged to have a copy of the RFP to the RFP briefing.

3 PROPOSAL SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet Digital Procurement System (TDPS) SupplierSubmission Portal can be accessed as follows:
b) Log on to the Transnet eSupplier website/Portal (https: esupplierportal.transnet.net/portal/)
c) Click on "ADVERTISED TENDERS" to view advertised tenders;
d) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
e) to sign in if already registered;
f) Toggle (click to switch) the "Log an Intent" button to submit a bid;
g) Submit bid documents by uploading them into the system against each tender selected.
h) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
i) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
j) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

k) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

l) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

m) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

n) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 CONDITIONS OF CONTRACT

4.1 Where Transnet has identified opportunities of economic transformation and empowerment, Transnet will incorporate a contractual obligation for the winning bidder to execute the identified transformation objective as a condition of contract.

4.2 Each bidder interested in participating in this tender should be cognisant that it is a condition of contract the winning bidder will be required to contract with Transnet on one or more of the following transformation initiatives:

a) Subcontracting

4.3 The bidder will be required to sub-contract a minimum of 30% of the total value of the contract to South African companies which are EMEs and /or QSEs 51% black owned.

4.4 The successful bidder(s) will be required to meet the requirements of any condition stated in this section. **Failure to meet any of the conditions**, may result in the contract not being concluded between Transnet and the successful bidder.

5 RFP INSTRUCTIONS

5.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

5.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

5.3 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.

5.4 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 Respondent to the actual RFP documents.

6 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium 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 or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium 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 or consortium agreement is submitted to Transnet.

- Respondents 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 Section 4.1 of the specific goals Claim Form.

7 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

7.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to **Nozipho Khumalo** before 12:00 **on 09 November 2026**, 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 Transnet e-tender portal and National Treasury e-tender portal.

7.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net . Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.

7.3 After the closing date of the RFP, a Respondent may only communicate with the BEC chairperson, at email TNPAtenderenquiriesdbn@transnet.net on any matter relating to its RFP Proposal.

7.4 Respondents are to note that changes to its submission will not be considered after the closing date.

7.5 It is prohibited for Respondents 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.

7.6 Respondents 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.

7.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents 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 reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

8 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, 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 contract, written approval must be obtained from Transnet.

9 COMPLIANCE

The successful Respondent hereinafter referred to as the **Service provider** shall be in full and complete compliance with any and all applicable laws and regulations.

10 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

11 DISCLAIMERS

Respondents 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:

11.1 modify the RFP's Services;

11.2 award a contract in connection with this Proposal at any time after the RFP's closing date;

11.3 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;

11.4 split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;

11.5 cancel the bid process;

11.6 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

11.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;

11.8 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;

11.9 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

11.10 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract 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 tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

11.11 Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder, but may be use for purpose of record and analysis of ESG compliance.

11.12 Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s)

or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".

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

12 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

13 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Services and its subcontractor(s) 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 Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

TRANSNET URGES ITS CLIENTS, SUPPLIERS AND THE GENERAL PUBLIC TO REPORT ANY FRAUD OR CORRUPTION TO

IF YOU **DON'T** REPORT IT, YOU **SUPPORT** IT!

Email: Transnet.Reportit@outlook.com
Toll free: 0800 003 056
SMS:0637867403
Please Call Me number: *120*0637867403
Website: https://whistleblowersoftware.com/secure/Transnet

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The Port of Durban requires the services of a competent Service Provider with a proven track record for the Provision of Construction Plant Hire Services on an "as and when required basis" at the Port of Durban for a period of thirty-six (36) months.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for the Provision of Construction Plant Hire Services on an as and when required basis at the port of Durban for a period of thirty-six (36) months nationally, it also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

The selected Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service provider's economies of scale and streamlined service processes.

2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service provider(s).

2.3 Transnet must receive proactive improvements from the Service provider with respect to provision of Services and related processes.

2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading edge technology and service delivery systems.

2.5 Transnet end users must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.

2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

For the Provision of Construction Plant Hire Services on an as and when required basis at the Port of Durban for a period of thirty-six (36) months**.**

Please refer to **Annexure C** for detailed scope of work and plant's specification.

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation.

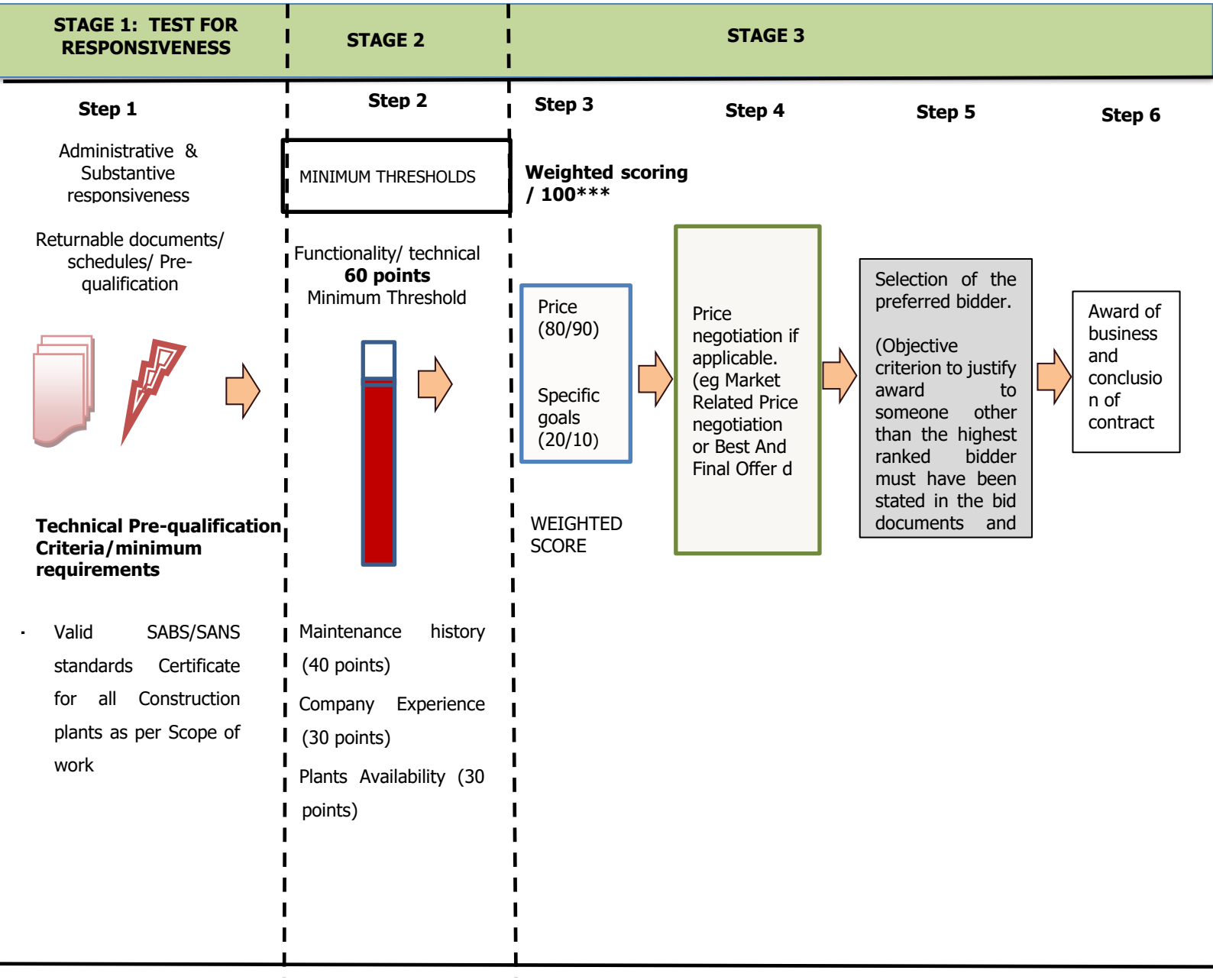
5 GENERAL SERVICE PROVIDER OBLIGATIONS

5.1 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Service provider(s) must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service provider:



NB: Evaluation of the various stages will normally take place in a sequential manner. 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).

6.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

Administrative and substantive responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	Section 1 paragraph 3
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 5
• Verify the validity of all returnable documents	Section 5
• Verify if the Bid document has been duly signed by the authorised respondent	All sections
• Whether any general and legislation qualification criteria set by Transnet, have been met	All sections
• Whether the Bid contains a priced offer and all items are quoted for.	Electronic Pricing Schedule
• Whether the Bid materially complies with the scope and/or specification given	Annexure C- Scope of Work
• Whether all items listed in the pricing schedule have been fully priced, failure to complete may result in disqualification.	Electronic Pricing schedule
• Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: - Valid SABS/SANS standards Certificate for all Construction Plants as per Scope of work, failure to submit the required certificate for any of the Construction plants will result in disqualification.	Annexure D- Technical evaluation

The test for responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further evaluation

6.2 **STEP TWO: Minimum Threshold 60 points for Technical Criteria**

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 100)
Maintenance history	40	*As per Annexure D*
Company Experience	30	*As per Annexure D*
Plants Availability	30	*As per Annexure D*
Total Weighting:	**100**	
Minimum qualifying score required:	**60**	

A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to ***Annexure D.***

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Two] must be met or exceeded for a Respondent's Proposal to progress to Step Three for final Weighted Scoring

6.3 **STEP THREE Evaluation and Final Weighted Scoring**

Evaluation Criteria	RFP Reference
• Commercial offer	***Electronic Pricing Schedule***

a) **Price Criteria** [Weighted score 80/90 points]:

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \text{ OR } PS = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps = Score for the Bid under consideration
Pt = Price of Bid under consideration
Pmin = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20/10 points]

- Specific goals preference points claim form
- 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.

6.4 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical	60

Evaluation Criteria	Final Weighted Scores
Price	80/90
Specific goals - Scorecard	20/10
TOTAL SCORE:	**100**

6.5 **STEP FOUR: Price Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - 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.
- In the event of any Respondent 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.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.6 **STEP FIVE: Objective Criteria**

Transnet will award the tender to the highest scoring bidder/s unless **objective criteria** exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:

a) Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;

b) Award of business to a bidder who did not score the highest points on price and specific goals, should the price of highest ranked bidder be underquoted and is not market related.

c) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (Annexure H);

d) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;

e) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;

f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;

g) The Service Provider or its members, directors, partners:

- Is under restrictions as contemplated in the Integrity Pact (Annexure H),
- 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;

h) Cannot, as necessary and in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses 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 contract;

i) has no legal capacity to enter into the contract;

j) 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;

k) does not comply with the legal requirements, if any, stated in the tender data; and

l) is not able to perform the contract free of conflicts of interest.

m) is able, in the option of the employer to perform the contract free of conflicts of interest.

6.7 **STEP SIX : Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable.
- Alternatively, acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFQ response and the Standard Terms and Conditions. This will be stated in the letter of award.

SECTION 4: PRICING AND DELIVERY SCHEDULE

I/We Acknowledge that an electronic pricing schedule for goods and/or services will be completed in the Transnet eSupplier portal in line with the scope of work requirements.

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-

b) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;

c) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;

d) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

e) If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

f) Prices must be quoted in South African Rand inclusive of VAT.

g) Any disbursement not specifically priced for will not be considered/accepted by Transnet.

h) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

i) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis dependant on actual operational activity. The pricing schedule is rate based. Even though the total overall price will be used for evaluation and comparative purposes, the bid award will be based on the available budget which is not required to be disclosed to the awarded supplier.

j) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

CONTRACT PRICE ADJUSTMENTS

k) An annual escalation in prices is provided for. The Consumer Price Index (CPI) will be used as the basis for enabling an annual price increase. The actual CPI will be applied at the end of year 1 – to adjust prices for year 2, and at the end of year 2 to adjust prices for year 3. Prices on the Contract will be fixed for the first 12 months of the Contract. Thereafter the Contract price adjustment will be reviewed on each anniversary of the Contract, taking into account the actual Consumer Price Index (CPI) for that particular year as published by Statistics South Africa.

l) The publication "Statistical Release P0141" published by Statistics SA will be used to apply the actual escalation figures. The value for "Headline CPI (all items)" contained in Stats SA Publication P0141 will be used to adjust rate Price Adjustment Periods

m) Adjustment to contract prices will be applied for on an annual basis, at the end of each year of the contract.

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, services provided by the company, the value and duration of the contract, 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 applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents 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, Respondents 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, 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 unreasonably be withheld.					
Is the Respondent *(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						

Respondents 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 contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. "AS AND WHEN REQUIRED" CONTRACTS

2.1 Purchase orders will be placed on the Service provider(s) from time to time as and when Services are required.

2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.

2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.

2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.

2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 *[Pricing and Delivery Schedule]*

2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

_____

2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.

_____

3. SERVICE LEVELS

3.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

3.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.

3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

a) Random checks on compliance with quality and specifications

b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will impose penalties as outlined on Clause 12 of the Master Agreement (Annexure A) and Service Level Agreement (Annexure E)

3.5 The Service provider must provide a telephone number for customer service calls.

3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	

NO	

4. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

4.1 **Quality and specification of Services delivered:**

_____

_____

4.2 **Continuity of supply**:

_____

_____

4.3 **Compliance with the Occupational Health and Safety Act, 85 of 1993:**

_____

_____

SIGNED at _____ on this _____ day of _____ 20___

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

_____

_____

2 _____

Name _____

_____

_____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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 provide the abovementioned Services at the prices quoted in the schedule of prices 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) Master 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 contract between Transnet and me/us.

Should Transnet decide that a formal contract 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 a binding contract between Transnet and me/us until the formal contract is signed.

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 contract if called upon to do so, or fail to commence the provision of Services within 2 [two] weeks 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 including the delayed delivery of the Services due to non-performance by ourselves, , 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 contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, 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. Foreign Respondents 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 contract 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 contract.

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

Name of Entity:

_____

Facsimile: _____

Address: _____

_____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] 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 **180 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 Respondent 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 Respondents 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	***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***
Returnable Documents Used for Scoring	***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 Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.***
Essential Returnable Documents	***Failure to provide essential Returnable Documents will result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.***

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

a) Mandatory Returnable Documents

Respondents 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]
SECTION 4: Electronic Pricing schedule fully completed, failure to complete may result in disqualification.	
Technical pre-qualification minimum requirement: - Valid SABS/SANS standards Certificate for all Construction plants as per Scope of work, failure to submit the required certificate for any of the construction plants will result in disqualification.	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents 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:

RETURNABLE DOCUMENTS USED FOR SCORING	**SUBMITTED [Yes or No]**
Valid proof of Respondent's compliance to Specific Goals requirements stipulated in Section 9 of this RFP: B-BBEE Certificate / Sworn- Affidavit / CIPC B-BBBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline	
Subcontracting agreements Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines	
Maintenance history	
Company Experience	
Plants Availability	

c) Essential Returnable Documents:

Respondents are further required to submit the following **Essential Returnable Documents** with their RFP and to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	**SUBMITTED [Yes or No]**
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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 8 : RFP Clarification request Form	
SECTION 10 : Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the 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 Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this _____ day of _____ 20___

SIGNATURE OF WITNESSES	ADDRESS OF WITNESSES
1 _____	_____
Name _____	_____
2 _____	_____
Name _____	_____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Respondent 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 Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

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

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

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.

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves 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 Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

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 contract with Transnet;

7. 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

8. If such a relationship as indicated in paragraph 7, exists, the Respondent 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 Respondent from doing future business with Transnet. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

_____ _____

Respondent's Signature Date & Company Stamp

9. 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

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 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.

3.5 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 contract.

3.6 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.

3.7 I am 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……..
Designation	Name of bidder

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: TNPA/2026/06/1234/6969/RFP

RFP deadline for questions / RFP Clarifications: Before 12:00 on 09 November 2026

TO:	Transnet SOC Ltd
ATTENTION:	**Nozipho Khumalo**
EMAIL	**TNPAtenderenquiriesdbn@transnet.net**
DATE:	_____
FROM:	_____
	_____

RFP Clarification No *[to be inserted by Transnet]* .....

REQUEST FOR RFP CLARIFICATION

_____
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SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM

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 system for requirements with a Rand value equal to or below R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Either the 80/20 or 90/10 preference point system will apply. Transnet shall use the lowest acceptable bid to determine the applicable preference point system. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system

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**
SPECIFC GOALS		
B-BBEE Status Level of Contributor 1 or 2	**04**	**02**
30% Black Women Owned Entities	**06**	**03**
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: EMEs and/or QSEs 51% black owned	**10**	**05**
Non-Compliant and/or B-BBEE level 3-8 Contributors	**00**	**00**
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 The purchaser 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 the purchaser.

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) **"Ownership"** means 51% black ownership

(e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"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);

(h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(i) **"Price"** includes all applicable taxes less all unconditional discounts.

(j) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE 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.

(k) **"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);

(l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(m) **"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 contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 **THE 80/20 OR 90/10 PREFERENCE POINTS SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest 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

Selected Specific Goal	Number of points allocated (20)	Number of points allocated (10)
B-BBEE Status Level of Contributor 1 or 2	4	2
30% Black Women Owned Entities	6	3
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: EMEs and/or QSEs 51% black owned	10	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0

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 Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn- Affidavit / CIPC B-BBEE 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 / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of supplier development through sub-contracting for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs 51% black-owned	Sub-contracting agreements Subcontractors B-BBEE Certificate / Sworn- Affidavit / CIPC B-BBEE Certificate 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	Certificate issued by SANAS accredited verification agency 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) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium 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 contract 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.

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

6.1 B-BBEE Status Level of Contribution 1 or 2: = ……(maximum of 4 or 2 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.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted……%
ii) The name of the sub-contractor……
iii) The B-BBEE status level of the sub-contractor……
iv) Whether the sub-contractor is an EME or QSE.
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS……..

SECTION 10: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.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 Respondent 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 "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent 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 Respondent 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 Respondent. Transnet agrees that it shall only process the information disclosed by Respondent 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 Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract 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 Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent 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 Respondent 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 Respondent 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 Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent 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 Respondent 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 Respondent 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

Respondents are required to provide consent below:

YES			**NO**	

12. Further, the Respondent 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 Respondent submitted.

13. The Respondent 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 Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent 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 A

- **MASTER AGREEMENT**

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

PROVISION OF CONSTRUCTION PLANT HIRE SERVICES ON AN AS AND WHEN REQUIRED BASIS AT THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS

TNPA/2026/06/1234/6969/RFP

Agreement Number	**.....**
Commencement Date	**.....**
Expiry Date	**.....**

TABLE OF CONTENTS

1 INTRODUCTION 3
2 DEFINITIONS 3
3 INTERPRETATION 6
4 NATURE AND SCOPE 7
5 AUTHORITY OF PARTIES 7
6 DURATION/TERM AND CANCELLATION 7
7 RISK MANAGEMENT 8
8 TRANSNET'S OBLIGATIONS 8
9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER 8
10 SERVICE PROVIDER'S PERSONNEL 10
11 SUBCONTRACTING 11
12 PAYMENT TO SUB-CONTRACTORS 12
13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS 12
14 PENALTIES 13
16 INVOICES AND PAYMENT 14
17 PRICE ADJUSTMENTS 15
18 WARRANTIES APPLICABLE TO SERVICES 16
19 THIRD PARTY INDEMNITY 17
20 TOTAL OR PARTIAL FAILURE TO PERFORM 18
21 NON CONFORMANCE OF SERVICES PROCURED 18
22 RIGHTS ON CANCELLATION 19
23 BREACH AND TERMINATION 19
24 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023 20
25 FORCE MAJEURE 20
26 PROTECTION OF PERSONAL INFORMATION 21
27 CONFIDENTIALITY 23
28 INSURANCES 25
29 LIMITATION OF LIABILITY 25
30 INTELLECTUAL PROPERTY RIGHTS 26
31 NON-WAIVER 28
32 PARTIAL INVALIDITY 28
33 DISPUTE RESOLUTION 28
34 ADDRESSES FOR NOTICES 29
35 WHOLE AND ONLY AGREEMENT 30
36 AMENDMENT AND CHANGE CONTROL 30
37 GENERAL 30
38 DATABASE OF RESTRICTED SUPPLIER 31

SCHEDULE 1 –SCHEDULE OF REQUIREMENTS

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is **96 Rissik Street Braamfontein Johannesburg 2000**, Republic of South Africa [**Transnet**]

and

..... [Registration Number .....] whose registered address is ..... [**the Service Provider**].

NOW THEREFORE, IT IS AGREED:

1.1 Transnet hereby appoints the Service Provider to provide, and Transnet undertakes to accept the provision of Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement; and

1.2 the Service Provider hereby undertakes to provide the Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2 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:

2.1 **AFSA** means the Arbitration Foundation of South Africa;

2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to Transnet;

2.3 **Assignment** refers to the transfer of rights and obligations in a contract from an assigner to an assignee.

2.4 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;

2.5 **Business Day(s)** means Mondays to Fridays between 08:00 and 16:00, excluding public holidays as proclaimed in South Africa;

2.6 **Cession** refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party.

2.7 **Commencement Date** means, notwithstanding the signature date of this Agreement;

2.8 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

a) information relating to methods of operation, data and plans of the disclosing Party;

b) the contents of this Agreement;

c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;

d) any information disclosed by either Party and which is clearly marked as being confidential or secret;

e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;

f) information relating to the past, present and future research and development of the disclosing Party;

g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;

h) information contained in the software and associated material and documentation belonging to the disclosing Party;

i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;

j) Copyright works;

k) commercial, financial and marketing information;

l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;

m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;

n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and

o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.9 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

2.10 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;

2.11 **Expiry Date** means the date on which the agreement automatically ends;;

2.12 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;

2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;

2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;

2.15 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;

2.16 **Party** means either one of these Parties;

2.17 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;

2.18 **Price(s)** means the agreed Price(s) for the Services to be purchased from the Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;

2.19 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the supply of Services;

2.20 **Service(s)** means for the Provision of Construction Plant Hire on "an as and when required" basis at the Port of Durban for a period of thirty-six (36) months , the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Oder(s) in terms of this agreement;

2.21 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider annexed hereto as Annexure F;

2.22 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;

2.23 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;

2.24 **Schedule of Requirements** means Schedule 1 hereto;

2.25 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;

2.26 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;

2.27 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;

2.28 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;

2.29 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and

2.30 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

2.31 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

3 INTERPRETATION

3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.

3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading *"Definitions"* shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.

3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.

3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.

3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

4.1 This Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider in accordance with this Agreement.

4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements.

4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.

4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements in accordance with procedures set out in clause 42 *[Amendment and Change Control]*. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.

4.5 Insofar as any term, provision or condition in the Schedule of Requirements conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

4.6 Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.

5.2 Neither Party shall be entitled to, or have the power or authority to:

a) enter into an agreement in the name of the other; or

b) give any warranty, representation or undertaking on the other's behalf; or

c) create any liability against the other or bind the other’s credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is **TBA** and the duration shall be for a thirty-six [36] months period, expiring on **TBA,** unless:

a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or

b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.

6.2 Notwithstanding clause 29 *[Breach and Termination]*, either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

7.1 Where Transnet determines appropriate, within two (2) weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determne.

7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

8.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to provide the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.

8.2 The Service Provider shall give Transnet reasonable notice of any information it requires.

8.3 Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

9.1 The Service Provider shall:

a) respond promptly to all complaints and enquiries from Transnet;

b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;

c) conduct its business in a professional manner which will reflect positively upon the Service Provider and the Service Provider's services;

d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the Services and keep such records for at least 5 [five] years from the date of each such transaction;

e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and ancillary Services and the conduct of the business and activities of the Service Provider;

f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;

g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself;

h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and

i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

9.2 The Service Provider acknowledges and agrees that it shall at all times:

a) render the supply of the Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;

b) communicate openly and honestly with Transnet regarding the supply and performance of the Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;

c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;

d) use its best endeavours and make every diligent effort to meet agreed deadlines;

e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;

f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;

g) treat all enquiries from Transnet in connection with the supply of the Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;

h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;

i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;

j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;

k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;

l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;

m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Services or ancillary Services to Transnet;

n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;

o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.

p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

10 SERVICE PROVIDER'S PERSONNEL

10.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.

10.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.

10.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.

10.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.

10.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

11 SUBCONTRACTING

11.1 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.

11.2 If the Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Service Provider up to 10% of the value of the contract.

11.3 Where the Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Service Provider’s tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider (main contractor) and the subcontractor.

11.4 Should Transnet approve the Service Provider’s subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.

11.5 The Service Provider may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.

12 PAYMENT TO SUB-CONTRACTORS

12.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:

a) Receipt of an undisputed invoice from the sub-contractor; and

b) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.

12.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

12.3 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

12.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

13.1 **B-BBEE Scorecard**

a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

b) In response to this requirement, the Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.

c) The Service Provider undertakes to notify and provide full details to Transnet in the event there is:

(i) a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and

(ii) a corporate or internal restructure or change in control of the Service Provider which has or likely to impact negatively on the Service Provider's B-BBEE status.

d) Notwithstanding any other reporting requirement in terms hereof, the Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Service Provider Default and may be dealt with in accordance with the provisions of clause 29.

e) In the event there is a change in the Service Provider's B-BBEE status, then the provisions of clause 29 shall apply.

13.2 **Green Economy/Carbon Footprint**

a) The Service Provider has in its bid provided Transnet with an understanding of the Service Provider's position with regard to issues such as waste disposal, recycling and energy conservation.

14 PENALTIES

14.1 **Penalties for Non-compliance to Service Level Agreement**

Where the Service Provider fails to deliver the Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed as per below:

a) Service provider to supply and deliver plants and equipment as per project demands /request on an as and when required basis.

b) Plants or equipment site arrival to be not later than 48 hours on as and when required basis.

c) All Safety, Health and Environmental Incidents shall be reported to the TNPA OHS and Risk Department before the end of shift.

d) The Servivce provider shall notify TNPA of any subcontractor that may be sourced to perform work on his/her behalf to TNPA premises.

e) Plant or Equipment Operators conduct a no valid complaints regarding operating plants /equipment

f) Should the Service Provider fail to carry out activities as stipulated above , penalties will be 5% of the invoice submitted as per job completed.

14.2 **Non-compliance penalties for subcontracting**

a) Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.

b) If the Service Provider fails to achieve its subcontracting commitments as per their bid submission ("a **Non-Compliance**"), the Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.

c) Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference.

Non-compliance Penalty Certificate:

d) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.

e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:

- the dispute shall be resolved in accordance with the provisions of the Agreement; and

- if pursuant to that referral, it is determined that the Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

15. FEES AND EXPENSES RELATING TO SERVICES

15.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.

15.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].

15.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:

a) are agreed by Transnet in advance;

b) are incurred in accordance with Transnet's standard travel and expenses policies;

c) are passed on to Transnet at cost with no administration fee; and

d) will only be reimbursed if supported by relevant receipts.

15.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

16 INVOICES AND PAYMENT

16.1 Transnet shall pay the Service Provider the amounts stipulated in each Purchase Order, subject to the terms and conditions of this Agreement.

16.2 Transnet shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the delivery of the Services ordered, in terms of clause 16.5 below.

16.3 Transnet may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.

16.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.

16.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.

16.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Rand Merchant Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

16.7 The Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the aforegoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

17 PRICE ADJUSTMENTS

17.1 Adjustment to contract prices will be applied for on an annual basis, at the end of each year of the contract.

17.2 The Consumer Price Index (CPI) will be used as the basis for enabling an annual price increase. The CPI value utilized in the pricing table of the RFP is an estimate of the future CPI. The actual CPI will be applied at the end of year 1 – to adjust prices for year 2, and at the end of year 2 to adjust prices for year 3.

17.3 The publication "Statistical Release P0141" published by Statistics SA will be used to apply the actual escalation figures. The value for "Headline CPI (all items)" contained in Stats SA Publication P0141 will be used to adjust the rate for the Price Adjustment Periods

17.4 Pursuant to clause 17.2 above, the Service Provider shall keep full and accurate records of all costs associated with the supply of the Services to Transnet, in a form to be approved in writing by Transnet. The Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.

17.5 Should Transnet and the Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 33 of the Master Agreement [Dispute Resolution].

17.6 If during the period of this Agreement Transnet can purchase similar Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Services purchased hereunder from the Service Provider, Transnet may notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Price of the Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale

requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.

17.7 If during the period of this Agreement the Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Service Provider has an opportunity to adjust its Price for the Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Services from any other such service provider, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Service Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

18 WARRANTIES APPLICABLE TO SERVICES

18.1 The Service Provider warrants to Transnet that:

a) it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;

b) it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;

c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and

e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.

18.2 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 18.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

18.3 The Service Provider warrants that for a period of 90 [ninety] calendar days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-

conformance as soon as possible but in any event within 30 [thirty] calendar days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

18.4 The Service Provider will remedy any defect within 30 [thirty] calendar days of being notified of that defect by Transnet in writing.

18.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.

18.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 18.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause *[Amendment and Change Control].*

18.7 The Service Provider warrants that:

a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and

b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.

The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.

18.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

18.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

19 THIRD PARTY INDEMNITY

The Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 18.1 above.

20 TOTAL OR PARTIAL FAILURE TO PERFORM

20.1 In the case of Goods to be specially manufactured for it, if Transnet at any time ascertains that:

a) no manufacturing of the Goods specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or

b) delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),

then Transnet may, irrespective of the cause of the delay, by notice to the Supplier, cancel as from a future date specified in such notice the whole or any part of this Agreement or Purchase Order in respect of which the Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.

20.2 The Service Provider shall thereupon, as soon as possible after such date, deliver to Transnet the Services [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Service Provider will be calculated on the basis of Transnet's enrichment. The Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

20.3 Whenever, in any case not covered by clause 20.1 above, the Service Provider fails or neglects to execute the work or to deliver any portion of the Services as required by the terms of this Agreement or Purchase Order, or if any Services are rejected on any of the grounds mentioned in clause 5 [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

21 NON CONFORMANCE OF SERVICES PROCURED

21.1 In the case of services manufactured for and procured by Transnet from the Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Service Provider whose Services do not conform to Transnet standards, specifications and requirements directing the Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.

21.2 Failure by the Service Provider to fully comply with NCR within the period stated in sub-clause 21.1 above, shall entitle Transnet to further conditions to which the Service Provider must discharge in order to close the NCR or to terminate the order without giving the Service Provider written notice of termination in terms of this Agreement.

22 RIGHTS ON CANCELLATION

22.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 20 *[Total or Partial Failure to Perform]*, Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Service Provider the difference between the cost of such Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Service Provider's default.

22.2 Any amount which may be recoverable from the Service Provider in terms of clause 22.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Service Provider.

23 BREACH AND TERMINATION

23.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.

23.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.

23.3 To the extent that any of the Deliverables and property referred to in clause 29.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.

23.4 In the event that this Agreement is terminated by the Service Provider under [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

23.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.

23.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:

a) a voluntary arrangement or composition or reconstruction of its debts;

b) its winding-up or dissolution;

c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;

d) any similar action, application or proceeding in any jurisdiction to which it is subject.

23.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

23.8 Notwithstanding this clause 23.4, Transnet may cancel this Agreementwithout cause by giving 30 [thirty] calendar days prior written notice thereof to the Service Provider, or

23.9 The provisions of clauses 2 *[Definitions]*, 18 *[Warranties]*, 28 *[Rights on Cancellation]*, 33 *[Confidentiality]*, 35 *[Limitation of Liability]*, 36 *[Intellectual Property Rights]*, 39 *[Dispute Resolution]* and 43.1 *[Governing Law]* shall survive termination or expiry of this Agreement.

24 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023

24.1 The Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:

a) Cession must only be applicable to the transfer of right to payment for services rendered by a Service Provider to an FSP or State Institutions;

b) The written request for cession must be by the Service Provider and not a third party; and

c) The written request by the Service Provider must be accompanied by the cession agreement.

24.2 The Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

25 FORCE MAJEURE

25.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the aforegoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

25.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

26 PROTECTION OF PERSONAL INFORMATION

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

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

b) Transnet will process all information by the Respondent 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.

c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, 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.

d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:

i. they process personal information only for the express purpose for which it was obtained;

ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;

iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;

iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;

v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;

vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;

vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against

the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;

viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

26.1 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.

26.2 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.

26.3 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.

26.4 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.

26.5 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.

26.6 Personal Information security breach:

a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, 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. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.

b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.

c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.

d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

27 CONFIDENTIALITY

27.1 The Parties hereby undertake the following with regard to Confidential Information:

a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;

b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;

c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;

d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;

e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;

f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;

g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;

h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;

i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;

j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and

k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

27.2 The duties and obligations with regard to Confidential Information in this clause 33 shall not apply where:

a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or

b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or

c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or

d) is independently developed by a Party as proven by its written records.

27.3 This clause 33 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

28 INSURANCES

28.1 Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

28.2 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.

28.3 Subject to clause 28.4 below, if the Service Provider fails to effect adequate insurance under this clause 28.4, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Service Provider. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.

28.4 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 28.4 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

29 LIMITATION OF LIABILITY

29.1 The Service Provider's liability under this clause 29 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Services or ancillary Services, including the quality of the Services or ancillary Services or any materials delivered pursuant to this Agreement.

29.2 Neither Party excludes or limits liability to the other Party for:

a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or

b) fraud or theft.

29.3 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with this Agreement. The Service Provider's liability arising out of this clause 29.3 shall be limited to direct damages.

29.4 Subject always to clauses 29.1 and 29.2 above, the liability of either the Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.

29.5 Subject to clauses 29.1 to 29.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.

29.6 If for any reason the exclusion of liability in clause 29.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 29.3 above.

29.7 Nothing in this clause 29 shall be taken as limiting the liability of the Parties in respect of clauses 26 *[Confidentiality]* and 30 *[Intellectual Property Rights]*.

30 INTELLECTUAL PROPERTY RIGHTS

30.1 Title to Confidential Information

a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.

b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Service Provider to sub-license to other parties.

c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.

d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

e) The above shall not pertain to any software licenses procured by the Service Provider from third parties and used in the supply of the Services.

30.2 Title to Intellectual Property

a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.

b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.

c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.

d) No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably be withheld], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

30.3 **Title to Improvements**

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

30.4 **Unauthorised Use of Confidential Information**

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

30.5 **Unauthorised Use of Intellectual Property**

a) The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the

Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.

b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.

c) The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.

d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

31 NON-WAIVER

31.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.

31.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

32 PARTIAL INVALIDITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

33 DISPUTE RESOLUTION

33.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.

33.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Durban.

33.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

33.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 33.

33.5 This clause 33 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

33.6 This clause 33 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

34 ADDRESSES FOR NOTICES

34.1 The Parties to this Agreement select the physical addresses and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

a) **Transnet**

(i) For legal notices: ……
……
……
Fax No. ……
Attention: TNPA Legal Department

(ii) For commercial notices: ……
……
……
Fax No. ……
Attention: ……

b) **The Service Provider**

(i) For legal notices: ……
……
……
Fax No. ……
Attention: ……

(ii) For commercial notices: ……
……
……
Fax No. ……
Attention: ……

34.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

34.3 Any notice shall be deemed to have been given:

a) if hand delivered, on the day of delivery;

b) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or

c) if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

35 WHOLE AND ONLY AGREEMENT

35.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.

35.2 The Parties hereby confirm that this Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in this Agreement, any annexures appended hereto and the Schedule of Requirements/Work Order.

36 AMENDMENT AND CHANGE CONTROL

36.1 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.

36.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 39 *[Dispute Resolution*].

37 GENERAL

37.1 **Governing Law**

This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

37.2 **Change of Law**

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 39 [*Dispute Resolution*] above.

37.3 **Counterparts**

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

38 DATABASE OF RESTRICTED SUPPLIER

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.

For the Provision of Construction Plant Hire Services on an as and when required basis at the Port of Durban for a period of thirty-six (36) months

Thus signed by the Parties and witnessed on the following dates and at the following places:

For and on behalf of **TRANSNET SOC LTD** Duly authorises hereto	For and on behalf of **TRANSNET SOC LTD** duly authorised hereto	For and on behalf of **.....** duly authorised hereto
Name:	Name:	Name:
Position:	Position:	Position:
Signature:	Signature:	Signature:
Date:	Date:	Date:
Place:	Place:	Place:

AS WITNESS Name	**AS WITNESS:** Name:	**AS WITNESS:** Name:
Signature	Signature:	Signature:

ANNEXURE B

- SCHEDULE OF REQUIREMENTS

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE FOR THE PROVISION OF CONSTRUCTION PLANT HIRE SERVICES ON AN AS AND WHEN REQUIRED BASIS AT THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS

SERVICE PROVIDER **.....**

CONTRACT NUMBER: **TBA**

DURATION: **THIRTY-SIX (36) MONTHS**

COMMENCEMENT DATE: **TBA**

EXPIRY DATE: **TBA**

With reference to the Standard Terms and Conditions of Contract, Reference Number TNPA/2026/06/1234/6969/RFP dated **TBA**, ("Contract") between Transnet SOC Ltd ("Transnet") and (the "Service Provider") pursuant to which you have agreed to perform certain services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Services

The scope of services to be performed by the service provider is the Provision of Construction Plant Hire Services on an as and when required basis at the Port of Durban for a period of thirty-six (36) months. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services

2.1 Deliverables

The service provider shall: Provision of Construction Plant Hire Services on an as and when required basis at the Port of Durban for a period of thirty-six (36) months.

3. Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	
Designation	
Operating Division	
Address	
Telephone	
Email	

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

5.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding ……. (including VAT) over the Thirty-six (36) months period.

IN WITNESS of which this Schedule of Requirements has been duly executed by the parties.

SIGNED for and on behalf of **Transnet SOC Ltd** duly authorised hereto	Signed for and on Behalf of: **Transnet SOC Ltd** duly authorised hereto	SIGNED for and on behalf of **The Service Provider** duly authorised hereto
Registration Number 1990/000900/30	Registration Number 1990/000900/30	Registration Number
Signature:	Signature:	Signature:
Name:	Name:	Name:
Position:	Position:	Position:
Date:	Date:	Date:
Place:	Place:	Place:
AS WITNESS: Signature …… Name …….	AS WITNESS: Signature …… Name ……	AS WITNESS: Signature …… Name ……

APPENDIX 1

Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

i. by email transmission – when the sender receives confirmation of receipt;

ii. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Service Provider	**Transnet**
Addressee:	Addressee:
…….	Transnet SOC Ltd
Attention: …….	Attention: Regional Manager-Legal
Physical Address:	Physical Address:
……	237 Mahatma Gandhi Road
……	Point
……	Durban
……	4001
Postal Address:	Postal Address:
……	P.O. Box 1027
……	Durban
……	4001
……	
email……	email:Khanyisile.Buthelezi@transnet.net

Either party may, by a notice given in accordance with this Schedule 1, change its address or email address for the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: …… 20--

I (*name*) …….

Of (*address*) …….
…….
…….

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Services to Transnet ("my assignment"); and

2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall mean any information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium.

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____20--

(Signature) ……

in the presence of:-

Witness name: …….
Witness Signature: …….
Witness address: …….
…….

ANNEXURE C

❖ SCOPE OF WORK

SCOPE OF WORK

1) Executive overview

The purpose of this contract is the hiring of construction plants as & when required for maintenance of infrastructure asset in the Port of Durban. The primary purpose of this document is to outline the scope of services and deliverables that Transnet National Ports Authority (TNPA) will require of a Principal Contractor with necessary experience and expertise to supply construction plants with good operators as and when required in the Port of Durban. Due to the development and expansion of Port infrastructure there is limited construction plants to perform the maintenance as required, hence the request for outsourcing of function.

2. DURATION OF CONTRACT

The contract period will be thirty-six (36) months from the date of the contractor being notified of the acceptance of his tender till the end of the thirty-six (36) months or the monetary value whichever comes first.

3. SUPERVISION

Service Provider or a responsible person empowered to act for him shall be constantly on the site to supervise and receive the instructions of the project leader.

4. TO BE SUPPLIED BY THE CONTRACTOR

Service Provider shall supply all construction plants required per projects at wet rate condition within 48 hours upon request, all plants are to be always supplied with skilled operators and valid medicals, establishment, de-establishment of plants and plants security lies with the Service Provider for proper completion of the works.

5. TO BE SUPPLIED BY TRANSNET NATIONAL PORTS AUTHORITY

Transnet National Ports Authority will supply site information, methodology and on-site quality control/ supervision. All requirements will be through project leader and supervised fully as per project requirements.

6. INFORMATION TO BE OBTAINED ON SITE

Service Provider to visit the site of the proposed work and acquaint himself with the nature of the work and the conditions under which the work is to be performed. The means of access to the site and any limitations or authorities' requirements in general that may influence or affect the contract shall be deemed to have allowed in his/her tender. No claims for any extras in connection with the position or nature of the work will be entertained.

7. ACT 85 OF 1993

7.1 SPECIAL REQUIREMENTS

Service Provider shall pay special attention and compliance to Transnet National Ports Authority SHE Specification, a copy of which is included with this tender. Contractor to submit a SHE file to risk department for assessment and approval.

7.2 SAFETY HEALTH AND ENVIRONMENT FILE REQUIREMENTS

SHE File is to be always kept on site. The file as to contain amongst others:

- Plant road worthy certificate
- Appointments of operators
- Induction: Operator
- Pre-operation Checks (Daily inspections, maintenance records, operators training)
- Operators' medicals
- Mandatary Agreement
- Communication Plan
- Training Records and Competency Certificates
- General (Section 37(2), Site Access Certificate)

8. PLANTS SPECIFICATIONS

- All plants to be supplied with operators (valid medicals) and the turnaround time to be within 48 hours from the time of request.
- The Service Provider shall be responsible for the establishment and de-establishment of all Plant and Equipment.

8.1 Cranes: Lift and move heavy materials
Crane truck lifting capacity of up to 35tons at lifting height of 45 meters

8.2 Excavator: Dig and move earth
Long rich excavator at operating weight of up to 40 tons

8.3 Bulldozer: Clear and grade land
medium sized bulldozer at 25 tons

8.4 Dump Truck:	Transport materials 15 tons dump truck
8.5 Loaders: (TLB)	load and move material medium size front end loader at 20tons
8.6 Rollers:	Compact surfaces Single drum-roller for compaction and smoothing at 10tons
8.7 Graders:	Grade and level surface medium size grader for general construction maintenance up to 180 horsepower
8.8 Generators:	Provide power industrial inverter generator with 250Kw
8.9 Water Pumps:	Move water and fluids
8.10 Forklift:	Lifts and move materials medium size up to 12 tons
8.11 Sawing machine:	Cut concrete and asphalt Band saw machine
8.12 Grinding machine:	Grind surface rotary surgace grinder
8.13 Milling machine:	Mill surface Hot /cold milling machine
8.14 Scissor lift:	workstation truck mounted
8.15 Aerial platform:	workstation

ANNEXURE D

❖ TECHNICAL EVALUATION

Tender Number: TNPA/2026/06/1234/6969/RFP- Provision of Construction Plant Hire Services on an as and when required basis at the Port of Durban for a period of thirty-six (36) months

TECHNICAL EVALUATION

ELIGIBILITY CRITERIA					
The following eligibility criteria will form the basis of evaluating all Bids and failure to comply will result in the elimination of the RFP process.					
Item	**Eligibility Criteria**	**Required Information**		**Proof of SABS/SANS standards for all main plants submitted**	
Eligibility	**Bylaws**	• Service Provider must submit SABS/SANS standards Certificate for all Construction plants as per scope of work, failure to submit the required certificate for any of the construction plants will result in disqualification.		**Yes**	**No**
Item	**Criteria**	**Required Information**	**Sub-Criteria/ Compliance Measure**	**Applicable score**	**Max scores**
	Maintenance Records	**Maintenance history** Service Provider to submit an up-to-date service history for the following main plants 1) Excavator (2) Crane Truck (3) TLB (4) Roller (5) Bulldozer	**0**= Service Provider has submitted no service history.	0	**40**
			20= Service Provider has submitted an up-to-date service history for one (1) plant	8	
			40 = Service Provider has submitted an up-to-date service history for two (2) plants	16	
			60 = Service Provider has submitted an up-to-date service history for three (3) plants	24	
			80= Service Provider has submitted an up-to-date service history for four (4) plants	32	
			100= Service Provider has submitted an up-to-date service history for all five (5) plants	40	
Company Experience	**Service Provider's Proven Experience on**	**Company Experience** Service Provider must submit three (3) traceable references indicating the Service Provider's experience in providing similar plants on hire.	**0**= No proof submitted by the Service Provider / reference does not have the required three (3) elements	0	**30**
			20=Service Provider has submitted one (1) reference with all required three (3) elements met as proof of reference	6	

Tender Number: TNPA/2026/06/1234/6969/RFP- Provision of Construction Plant Hire Services on an as and when required basis at the Port of Durban for a period of thirty-six (36) months

TECHNICAL EVALUATION

		References must be a completion certificate supported by the following format: (1) The description of the contract details (2) Client Company name, (3) Client contact details (email and telephone)	**40**= Service Provider has submitted two (2) references with all required three (3) elements met as proof of reference	12	
			60= Service Provider has submitted three (3) references with all required three (3) elements met as proof of reference	18	
			80= Service Provider has submitted four (4) references with all required three (3) elements met as proof of reference	24	
			100=Service Provider has submitted Five (5) references with all required three (3) elements met as proof of reference	30	
Plants Availability	**Proof of plant availability**	**Plants Availability** Registration documents or signed letter of intent to hire from plant hire company for the following plants 1) Excavator (2) Crane Truck (3) TLB (4) Roller (5) Bulldozer	**0**= No response by Service Provider	0	**30**
			20= Service Provider has submitted for one (1) plant	6	
			40= Service Provider has submitted for two (2) plants	12	
			60= Service Provider has submitted for three (3) plants	18	
			80= Service Provider has submitted for four (4) plants	24	
			100= Service Provider has submitted for five (5) plants.	30	
		TOTAL WEIGHT			**100**
		MINIMUM THRESHOLD			**60**

ANNEXURE E

❖ SERVICE LEVEL AGREEMENT (SLA)

ANNEXURE F
FOR THE PROVISION OF CONSTRUCTION PLANT HIRE SERVICES ON AN AS AND WHEN REQUIRED BASIS AT THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS

PROFORMA SLA FOR LOW VALUE OR LOW RISK CONTRACTS

Party*	KPA	Sample	KPI	Acceptable	Assessment	Remedial Action
Contractor	1.Service provider to supply and deliver plants and equipment as per project demands /request	As and when required	99% Compliance	99%		
	2.Plants/equipment site arrival to be not later than 48 hours	As and when required	99% Compliance	99%		
	3. All Safety, Health and Environmental Incidents shall be reported to the TNPA OHS and Risk Department before the end of shift.		99% compliance	99%		
	4. The Service Provider shall notify TNPA of any subcontractor, may be sourced to perform work on his/her behalf to TNPA premises.		100% Compliance	100%		***Ensure that subcontractors meet all requirements and are competent.***
	5.Plant /Equipment Operators conduct -no valid complaints regarding operating plants /equipment	As and when required	99% Compliance	99%		
Transnet	**6. Payment**	All payments	Payment within 30 Days	90% payments on time		

PENALTIES

Should the Service Provider fail to carry out the activities as stipulated in the SLA, the Service Provider will be required to pay Transnet National Port Authority a penalty charge of 5% from the monthly invoice as per services not rendered based on severity of the impacted business operation.

ANNEXURE F

❖ TRANSNET'S GENERAL BID CONDITIONS

GENERAL BID CONDITIONS

TABLE OF CONTENTS

1 DEFINITIONS 3
2 GENERAL 3
3 SUBMITTING OF BID DOCUMENTS 3
4 USE OF BID FORMS 3
5 BID FEES 4
6 VALIDITY PERIOD 4
7 SITE VISITS / BRIEFING SESSIONS 4
8 CLARIFICATION BEFORE THE CLOSING DATE 4
9 COMMUNICATION AFTER THE CLOSING DATE 4
10 UNAUTHORISED COMMUNICATION ABOUT BIDS 4
11 RETURNABLE DOCUMENTS 4
12 DEFAULTS BY RESPONDENTS 5
13 CURRENCY 5
14 PRICES SUBJECT TO CONFIRMATION 5
15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES 5
16 EXCHANGE AND REMITTANCE 5
17 ACCEPTANCE OF BID 6
18 NOTICE TO UNSUCCESSFUL RESPONDENTS 6
19 TERMS AND CONDITIONS OF CONTRACT 6
20 CONTRACT DOCUMENTS 6
21 LAW GOVERNING CONTRACT 6
22 IDENTIFICATION 7
23 RESPONDENT'S SAMPLES 7
24 SECURITIES 7
25 PRICE AND DELIVERY BASIS FOR GOODS 7
26 EXPORT LICENCE 8
27 QUALITY OF MATERIAL 8
28 DELETION OF ITEMS EXCLUDED FROM BID 8
29 VALUE-ADDED TAX 8
30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT 8
31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS 9
32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS 10
33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS 10
34 DATABASE OF RESTRICTED SUPPLIERS 11
35 CONFLICT WITH ISSUED RFX DOCUMENT 11

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 their Bid submissions legibly in non-erasable ink.

3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.

3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

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

5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document provided the Bid Documents are also made available free of charge on the National Treasury eTender Publication Portal.

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 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 Chairperson of the relevant Bid Preparation and Evaluation Committee.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Chairperson of the relevant Bid Preparation and Evaluation Committee, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, 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

14.1 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 24 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 aforegoing 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 G

❖ TRANSNET'S SUPPLIER INTEGRITY PACT

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 H

❖ NON-DISCLOSURE AGREEMENT

TRANSNET

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made between

Transnet SOC Ltd [**Transnet**] [Registration No. 1990/000900/30]
whose registered office is at 96 Rissik Street, Braamfontein Johannesburg Gauteng 2017,

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.

ANNEXURE I

❖ HEALTH AND SAFETY SPECIFICATION

Contractor Health and Safety Specification Guidelines

Table of Contents

1. Purpose 6

2. Scope 6

3. Definitions 6

4. Abbreviations 11

5. SHE Management Plan 11

6. Policy 13

7. Hazard Identification and Risk Assessment. 13

7.1 Baseline Risk Assessments 14
7.2 Task-Based Risk Assessments 15
7.3 Pre-Task Hazard Assessments 16

8. Legal and Other Requirements 16

9. Objectives 16

10. Resources, Accountabilities and Responsibilities 17

10.1 Contractor Construction Manager 18
10.2 Contractor Health and Safety Officers 20
10.3 Contractor Supervisors 21
10.4 Health and Safety Representatives 23
10.5 First Aiders 23
10.6 Duties of Client 23
10.7 Duties of the Designer 25
10.8 Duties of Principal Contractor 26
10.9 Duties of Contractor 27
10.10 Management and supervision of Construction work 27
10.11 Construction Health and Safety Agent 28
10.12 Operational legal appointment letters 29

11. Safety Agents in Project Stages 30

11.1 Stage 1 – Project Initiation and Briefing 30
11.2 Stage 2 – Concept and Feasibility 30
11.3 Stage 3 – Design Development 31
11.4 Stage 4 - Tender Documentation and Procurement 32
11.5 Stage 5 - Construction Documentation and Management 33
11.6 Stage 6 - Project Close - Out 34
11.7 Additional Related Services 34

12. Competence, Training and Awareness 35

12.1 Induction Training 37
12.2 Specific Training and Competency Requirements 37

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13. Communication, Participation and Consultation 38

13.1 Toolbox Talks 38
13.2 Daily Safe Task Instructions (DSTI's) 38
13.3 Suggestions 39
13.4 Meetings 39
13.5.1 Contractor health and safety (OHS Act Section 19) 39
13.5.2 Site Meetings 39
13.5 Performance Boards 40
13.6 Management Information Notice Boards 40
13.7 Involvement (Other) 41

14. Documentation and Document Control 41

14.1 Contractor compliance File Requirements 41

15. Notification of Construction Work 42

16. Operational Control 43

16.1 Project-Specific SHE Standards 43
16.2 Safe Work Procedures 43
16.3 Management Participation and involvement CR 8 44
16.4 Planned Task Observations 44
16.5 General Rules of Conduct 44
16.6 Site Access 45
16.6.1 Access Control 45
16.6.2 Trespassing 45
16.6.3 Visitors 45
16.6.4 Alcohol, Drugs and Other Intoxicating Substances 46
16.6.5 Firearms, Ammunition and Offensive Weapons 46
16.6.6 Vehicles 46
16.7 Mobile Equipment and Light Vehicles 48
16.7.1 Light Vehicles 51
16.7.2 Mobile Equipment 54
16.7.3 Training and Licensing 56
16.7.4 Tyre and Rim Safety 56
16.7.5 Roads57
16.8 Signs and Notices 58
16.9 Machinery 58
16.10 Barricading 58
16.11 Excavations 60
16.12 Cranes and Lifting Equipment 65
16.12.1 Design, Manufacturing and Safety Features 65
16.12.2 Planning and Risk Assessment 66
16.12.3 Operation 68
16.12.4 Inspection, Testing and Maintenance 71
16.12.5 Training and competency 73
16.13 Working at heights 73
16.13.1 Fall prevention 73

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16.13.1.1 Work platforms 73
16.13.1.2 Floor openings, holes and edges 74
16.13.1.3 Wall openings 74
16.13.1.4 Stairways 74
16.13.2 Fall protection 74
16.13.3 Risk Assessment and Permitting 77
16.13.4 Elevating Work Platforms 77
16.13.5 Man Baskets, Suspended Scaffolds and Boatswain's Chairs 78
16.13.6 Falling Objects 79
16.13.7 Scaffolding 80
16.13.7.1 Training, Competency and Supervision 80
16.13.7.2 Erection and Dismantling of Scaffolding 80
16.13.7.3 Safe Access 82
16.13.7.4 Scaffolding Platforms 83
16.13.7.5 Inspection of Scaffolding 83
16.13.7.6 Using Scaffolding 84
16.13.7.7 Identification and Inspection of Scaffolding Components 85
16.13.7.8 Storage of Scaffolding Components 85
16.13.8 Ladders 86
16.14 Permit to Work 87
16.15 Isolation and Lockout 90
16.15.1 Personal Locks 92
16.16 Electrical Safety 92
16.16.1 Electrical Installations 93
16.16.2 Arc Flash Safety 95
16.16.3 High Voltage Power Lines 95
16.16.4 Portable Electrical Equipment 96
16.17 Confined Spaces 99
16.18 Conveyors 101
16.19 Arc Welding 101
16.20 Gas Welding and Burning 103
16.21 Compressed Gas Cylinders 103
16.22 Electrically Powered Tools and Equipment 105
16.22.1 Angle Grinders 105
16.23 Pneumatically Powered Tools and Equipment 106
16.24 Fuel Powered Tools and Equipment 107
16.25 Hydraulically Powered Tools and Equipment 108
16.26 Explosive Powered Tools 108
16.27 Hand Tools 108
16.27.1 Stanley Knives / Utility Knives 109
16.28 Inspection of Equipment and Tools 109
16.29 Manual Handling and Vibration 109
16.30 Personal Protective Equipment 111
16.30.1 Eye Protection 113
16.30.2 Hearing Protection 114
16.30.3 Respiratory Protection 115
16.30.4 Hand and Arm Protection 116
16.30.5 Foot Protection 116
16.30.6 Clothing 117

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16.30.7 Body Protection 117
16.30.8 Electrical Protective Equipment 118
16.30.9 Jewellery 119
16.30.10 Hair 119
16.30.11 Task-Specific PPE 119
16.31 Sun Protection 120
16.32 Fuel / Flammable Liquid Storage and Refuelling 120
16.33 Fire Protection and Prevention 122
16.34 Smoking 124
16.35 Housekeeping 124
16.36 Waste Management 125
16.37 Stacking and Storage 125
16.38 Demarcation 126
16.39 Facilities 126
16.40 Occupational Hygiene 127
16.41 Lighting 127
16.42 Particulate and Gas / Vapour Exposures 131
16.42.1 Respiratory Protection Devices 132
16.42.2 Asbestos and Non-asbestos Fibrous Silicates 133
16.43 Hazardous Chemical Substances 134
16.44 Radiation 137
16.45 Thermal Stress 138
16.46 Fitness for Work 139
16.47 Legionnaires Disease 142
16.48 HIV / AIDS 142

17. Occupational Hygiene 142

17.1 Lighting 143
17.2 Particulate and Gas/ Vapour Exposures (page 127) 143
17.3 Thermal Stress 143
17.4 Measuring and Monitoring 144

18. Temporary works 145

19. Structure 146

20. Emergency Preparedness and Response 146

20.1 Fire Fighting 148
20.2 First Aid 148
20.2.1 First Aid Kits 148

21. Management Review 149

22. Management of Change 150

23. Sub-contractor Alignment / Stakeholder management 150

24. Measuring and Monitoring 151

25. Incident Reporting and Investigation 152

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26. Non-conformance and Action Management 154

27. Performance Assessment and Auditing 154

27.1 Reporting on Performance 154

27.2 Audits and Inspections 155

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1. Purpose

This specification development guideline identifies and encompass the working behaviours and safe work practices that are expected of all Transnet SOC Ltd employees, Contractors, Consultant, Visitors and Suppliers, engaged on Transnet managed projects as required by Construction Regulation of 2014, regulation 5(1)(b).
All contractors and service providers must take careful note of these requirements and must ensure that adequate provision has been made to ensure compliance.
This Specification development guideline has been compiled to cover a wide range of construction/ work activities and should serve as a guideline for Safety Agents to develop site specific specifications for construction projects. In order to determine which requirements are applicable, the contractor must conduct a health and safety risk assessment specific to the project and specific to the contractor's scope of work. All applicable requirements must be addressed in the Contractor's Health and Safety Management Plan.

This Specification development guideline will be reviewed and updated periodically as and when necessary) to address and / or include:

- Changes in legislation;
- Client requirements;
- Leading practices; and
- Lessons learnt from incidents.

The specification development guideline provides the minimum requirements for site specific specification and should be used as a guide to develop the site specific specification as it is required by the Construction Regulation of 2014.

2. Scope

This Specification applies to all project sites, and to all persons working on or visiting the Transnet managed projects. The requirements specified in this document are applicable to the contractor as well as any sub-contractors, EPCM Contractors, Consultant, Vendors and Visitors that may be appointed by Transnet as an Employer. It is the contractor's responsibility to ensure that all sub-contractors comply fully with all legal requirements as well as the requirements of this health and safety specification.

3. Definitions

Acceptable Risk
A risk that has been reduced to a level that can be tolerated having regard for the applicable legal requirements and the Health and Safety Policy adopted for the project.

ALARP (As Low As Reasonably Practicable)
The concept of weighing a risk against the sacrifice needed to implement the measures necessary to avoid the risk. With respect to health and safety, it is assumed that the measures should be implemented unless it can be shown that the sacrifice is grossly disproportionate to the benefit.

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Applicant (Permit to Work)
A person requesting permission to perform work for which a Permit to Work is required. Applicants must be authorised (in writing) to receive (or accept) Permits to Work and must be competent to do so by virtue of their training, experience and knowledge of the area or plant in which the work is to be performed.

Authorised Person (Permit to Work)
A person (typically a Project employee or an employee of the client) who has been authorised (in writing) by the nominated project management representative to issue Permits to Work within the scope of his designation. A person may only be appointed to issue Permits to Work if he has undergone training and has been assessed and found competent in systems, plant and equipment operation within the scope of his designation.

Barricade
A temporary structure that is erected as a physical barrier to prevent persons from inadvertently coming into contact with an identified hazard.

Battering
Sloping the sides of an excavation to a predetermined angle (usually less than the natural angle of repose) to ensure stability.

Benching
The creation of a series of steps in the sides of an excavation to prevent collapse.

Consequence
The outcome of an event expressed qualitatively or quantitatively.

Contractor
An employer (organisation) or a person who performs **ANY** work and has entered into a legal binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, and Consultants, Service providers or Contractors performing construction work

NB: A Contractor is an employer in his/her own right

Competent Person
A person who has in respect of the work or task to be performed the required knowledge, training, experience and as per act cr2014.

Construction Supervisor
A competent person responsible for supervising construction activities on a construction site

Clearance Certificate
A signed declaration by an Isolation Officer that a specified hazardous energy source associated with a particular system, plant or item of equipment has been isolated in accordance with an approved Isolation and Lockout Procedure.

Discipline Lock (many locks with a restricted number of identical keys)
Attached at a Lockout Station or at a Local Isolation Point in order to lock out a system, plant or equipment. A Discipline Lock (e.g. A Low Voltage Electricity Discipline Lock) is owned by an

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Isolation Officer who has been authorised in writing to isolate and lockout a particular hazard (e.g. Low voltage electricity).

Equipment Lock (many locks with one unique key)
Attached directly to pieces of equipment in order to lock them out. Equipment Locks may only be used by Isolation Officers who have been authorised in writing to perform isolation and lockout procedures. The key must have a solid key ring that fits over an Isolation Bar.

Excavation
Any man-made cut, cavity, pit, trench, or depression in the earth's surface formed by removing rock, sand, soil or other material using tools, machinery, and / or explosives. Tunnels, caissons and cofferdams are specifically excluded and are not addressed in this standard.

First-Aid Injury (FA)
A first-aid injury is any one time treatment and any follow up visit for observation of minor scratches, cuts, burns, splinters and the like which do not normally require medical care. Such treatment is considered to be first aid even if administered or supervised by a medical practitioner. First aid includes any hands on treatment given by a first aider. (E.g. Band-Aid, washing, cleansing, pain, relief). The following procedures are generally considered first aid treatment:

- Application of Antiseptics.
- Application of Butterfly adhesive dressing or sterile strips for cuts and lacerations.
- Administration of tetanus shot(s) or booster(s). However, these shots are often given in conjunction with more serious injuries, consequently injuries requiring these shots may be recordable for other reasons.
- Application of bandages during any visit to medical personnel.
- Application of ointments to abrasions to prevent drying or cracking.
- Inhalation of toxic or corrosive gas, limited to the removal of the employee to fresh air or the one time administration of oxygen for several minutes.
- Negative X-Ray diagnosis.
- Removal of foreign bodies not embedded in the eye if only irrigation is required.
- Removal of foreign bodies from a wound if procedure is uncomplicated, for example by tweezers or other simple technique.
- Treatment for first degree burns.
- Use of non-prescription medications and administration of single dose of prescription medication on first visit for any minor injury or discomfort.

Hazard
A source of potential harm in terms of human injury or ill health, or a combination of these.

Hierarchy of Controls
A sequence of control measures, arranged in order of decreasing effectiveness, used to eliminate or minimise exposure to workplace health and safety hazards:

- Elimination – Completely removing a hazard or risk scenario from the workplace.
- Substitution – Replacing an activity, process or substance with a less hazardous alternative.
- Isolation (Engineering) Controls – Isolating a hazard from persons through the provision of mechanical aids, barriers, machine guarding, interlocks, extraction, ventilation or insulation.
- Administrative Controls – Establishing appropriate policies, procedures and work practices to reduce the exposure of persons to a hazard. This may include the provision of specific training and supervision.
- Personal Protective Equipment – Providing suitable and properly maintained PPE to cover and protect persons from a hazard (i.e. Prevent contact with the hazard).

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Isolation and Lockout Procedure
A plant or equipment-specific procedure that describes the method, and sequence to be followed, for rendering equipment, plant and systems safe to work on.

Isolation Bar
A device used at a Lockout Station to which anyone is able to attach a Personal Lock making it impossible for an Isolation Officer to remove the key to the Equipment Locks, thus preventing the de-isolation of a system, plant or equipment while it is still being worked on. A Discipline Lock must always be the first lock attached to an Isolation Bar and last to be removed.

Isolation Officer
A person (typically a Project employee or an employee of the client) who has been authorised (in writing) by the nominated project management representative to perform isolation and lockout procedures. A person may only be appointed as an Isolation Officer if he has undergone training and has been assessed and found competent in the isolation and lockout of systems, plant and equipment within the scope of his designation.

Incident
An event (or a continuous or repetitive series of events) that results or has the potential to result in a negative impact on people (employees, contractors and visitors), the environment, operational integrity, assets, community, process, product, legal liability and / or reputation.

Likelihood
A description of probability or frequency, in relation to the chance that an event will occur.

Lost Time Injury (LTI)

Any occurrence that resulted in a permanent disability or time lost from work of one day/shift or more.

If an employee is injured and cannot return to work in the next shift (will ordinarily miss one whole shift), and the department brings the employee in to only receive treatment by the Supervisor/ Return to Work Coordinator in that shift, this is still considered an LTI.

Lost Time Injury Frequency Rate (LTIFR) - Number of LTI's multiplied by 1 million or 200,000 and divided by labour hours worked.

Light Vehicle

A vehicle that:

- Can be licensed and registered for use on a public road;
- Has four or more wheels, and seats a maximum of 12 adults (including the driver);
- Requires the driver to hold only a standard civil driving licence; and
- Does not exceed 4.5 tonnes gross vehicle mass (GVM), which is the maximum loaded mass of the motor vehicle as specified by:
    - The vehicle's manufacturer; or
    - An approved and accredited automotive engineer, if the vehicle has been modified to the extent that the manufacturer's specification is no longer appropriate.

Examples of light vehicles include passenger cars, four-wheel drive vehicles, sports utility vehicles (SUVs), pick-ups, minibuses, and light trucks.

Any vehicle falling outside of this definition must be considered mobile equipment.

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Medical Treatment Injury (MTI)

A work injury requiring treatment by a Medical Practitioner and which is beyond the scope of normal first aid including initial treatment given for more serious injuries. The procedure is to be of an invasive nature (e.g. Stitches, removal of foreign body).

The following procedures are generally considered medical treatment:

- Application of sutures (stitches).
- Cutting away dead skin (surgical debridement).
- Loss of consciousness due to an injury or exposure in the work environment.
- Positive X-Ray diagnosis (fractures, broken bones etc.).
- Removal of foreign bodies embedded in the eye.
- Removal of foreign bodies from the wound by a physician due to the depth of embedment, size or shape of object or the location wound.
- Reaction to a preventative shot administered because of an occupational injury.
- Sprains and strains - series (more than one) of hot and cold soaks, use of whirlpools, diathermy treatment or other professional treatment.
- Treatment of infection.
- Treatment for second- or third-degree burns
- Use of prescription medications (except a single dose administered on first visit for minor injury or discomfort.)

Mobile Equipment

A vehicle (wheeled or tracked) that generally requires:

- The driver to hold a specific state or civil license; or
- The operator to hold a nationally recognized certificate of competency.

Examples of mobile equipment include, but are not limited to, dump trucks, water trucks, graders, dozers, loaders, excavators, forklifts, tractors, back-actors, bobcats, mobile cranes, tele-handlers, drill rigs, buses and road-going trucks.

Near Hit

An incident that has occurred that did not result in any injuries, illnesses, environmental or property damage but had the potential to cause an injury, illness, environmental or property damage.

Personal Lock

A single lock with one unique key controlled by the owner. Used for personal protection.

Regulation

In the context of this guideline, 'Regulation(s)' refers to the Construction Regulations, 2014 required by Section 43 of the Occupational Health and Safety Act 85 of 1993, published under Government Notice R 84 in Government Gazette 37305 of February 2014.

Risk

A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

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Risk Assessment
A process of evaluating the risk arising from a hazard, considering the adequacy of any existing control measures, and deciding on whether or not the risk is acceptable.

Risk Management
The systematic application of management policies, processes and procedures to identifying hazards, analysing and evaluating the associated risks, determining whether the risks are acceptable, and controlling and monitoring the risks on an ongoing basis.

4. Abbreviations

DSTI - Daily Safety Task Instruction

CR – Construction Regulations

EPC - Engineering Procurement and Construction

EPCM - Engineering Procurement and Construction Management

HIRA - Hazard Identification and Risk Assessment

HEALTH AND SAFETY - Integrated Management System

MS - Management System

OHS Act - Occupational Health and Safety Act

SOC - Safety Observation and Conversation

VFL - Visible Felt Leadership

OHS - Occupational Health and Safety

SACPCMP - The South African Council for Project and Construction Management Professions, here in refer to as they register of Health and Safety Professionals

5. SHE Management Plan

The contractor must prepare, implement and maintain a project specific SHE Management Plan. The plan must be based on the requirements set out in this specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning.

The plan must demonstrate the contractor's commitment to HEALTH AND SAFETY and must, as a minimum, include the following:

- A copy of the contractor's **Health and Safety Policy**; in terms of the OHS Act section 7
- Procedures concerning **Hazard Identification and Risk Assessment**, including both Baseline and Task-Based Risk Assessments;
- Arrangements concerning the identification of applicable **Legal and Other Requirements**, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- Details concerning **Health and Safety Objectives** – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
- Details concerning **Resources, Accountabilities and Responsibilities** – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal

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or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;

- Details concerning **Competence, Training and Awareness** – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- **Communication, Participation and Consultation** arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- **Documentation and Document Control** – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- Processes and procedures for maintaining **Operational Control**, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- **Emergency Preparedness and Response** procedures;
- **Management of Change** – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- **Sub-contractor Alignment** procedures – a process must be in place for the assessment of sub-contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- **Measuring and Monitoring** plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. Noise, dust, etc.) In order to determine the effectiveness of control measures;
- **Incident Reporting and Investigation** procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- **Non-conformance and Action Management** procedures concerning the management of corrective actions;
- **Performance Assessment and Auditing** procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the **Management Review** process followed to assess the effectiveness of health and safety management efforts.

Prior to mobilisation, the HEALTH AND SAFETY Management Plan must be forwarded electronically, and as a hard copy, to the nominated project management representative for review. The plan will be audited for completeness and, if found to be adequate, will be accepted (typically "with comments"). Work may not commence until the plan has been accepted.

Once the plan has been accepted, the contractor must action and resolve any issues within 30 days from the start of work.

If the issues requiring corrective action are not resolved within this 30-day period, the contractor will be required to stop any work related to the outstanding actions until they have been resolved.

Any proposed amendments or revisions to the contractor's Health and Safety Management Plan must be submitted to the nominated project management representative for acceptance.

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Should it be identified that the contractor has overlooked a high-risk activity, and as a result has omitted the activity and associated control measures from the Health and Safety Management Plan, the plan will not be approved.

6. Policy

The contractor must develop, display and communicate a Health and Safety Policy that clearly states the contractor's values and objectives for the effective management of health and safety as required by OHS Act of 1993, 7(3). These values and objectives must be endorsed by the contractor's management representatives and must be consistent with those adopted for the project.

The policy must be signed, dated and must be reviewed annually.

The policy must commit to:

- Compliance with all applicable legal requirements in the TCP regulatory universe;
- The effective management of health and safety risks;
- The establishment of measurable objectives for improving performance, and the provision of the necessary resources to meet these objectives;
- The prevention of incidents; and
- Achieving continual improvement regarding health and safety performance.

All employees of the contractor as well as the employees of any sub-contractors that may be appointed by the contractor must be made aware of the policy. This must be done through Health and Safety Induction Training and Toolbox Talks (refer to Sections 10 and 11).

A copy of the policy must be displayed in each meeting room and on each notice board.

7. Hazard Identification and Risk Assessment.

Detailed hazard identification and risk assessment processes must be followed for all work to be performed as well as for all associated equipment and facilities as required by the Construction regulation of 2014, regulation 9(1) – (7).

The client will provide a baseline risk assessment informing contractor on the hazards and risks on site. Contractor must ensure that effective procedures and risk assessment systems are in place to control hazards and to mitigate risks to levels that are as low as is reasonably practicable.

The risk assessment processes must be applied to:

- The full life cycle of the project;
- Routine and non-routine activities;
- Planned or unplanned changes (refer to Section 15);
- All employees, sub-contractors, suppliers and visitors; and
- All infrastructure, equipment and materials.

The risk assessment processes and methodologies must be appropriate for the nature and scale of the risks, and must be implemented by competent persons.

The process of analysing and managing risk must include the following:

- Establishing the context of the risk assessment;

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- Identifying hazards and determining possible risk scenarios (unwanted events);
- Evaluating risks and assigning ratings (classification);
- Recording the risk analysis in a risk register;
- Managing risks according to their classification (prioritising for action);
- Identifying and implementing control measures (through the application of the Hierarchy of Controls) to ensure that risks are managed to levels that are as low as is reasonably practicable (ALARP);
- Developing action plans for reducing risk levels (where possible);
- Verifying the completion of actions;
- Re-evaluating the risks and classifications as appropriate; and
- Reviewing and updating the risk register.

7.1 Baseline Risk Assessments

Prior to site establishment, the client must conduct a detailed Baseline Risk Assessment identifying foreseeable hazards and risk scenarios associated with the contractor's scope of work on the project site(s) as required by Construction Regulations of 2014, regulation 5(1)(a) . Details concerning proposed control measures must be included. The risk assessment process must be facilitated by a competent person who has been appointed in writing and must involve the participation of the contractor's site management representatives, supervisory personnel and technical experts (as required). An attendance register must be completed and retained for reference purpose. The Baseline Risk Assessment must be reviewed and approved by the Project Health and Safety Manager and Project Construction Manager.

When carrying out a Baseline Risk Assessment or a Task-Based Risk Assessment (refer to Section 6.2), Hazard (Energy) Types must be specified in accordance with the categorisation detailed in Table 6-1. Risk scenarios must be described indicating the way a person may come into contact with, or be exposed to, a specific hazard.

An initial risk rating must be assigned to each risk scenario without taking any control measures into consideration. Control measures for managing the risks to levels that are as low as is reasonably practicable must then be identified for implementation on the project, and a residual risk rating must be assigned to each risk scenario taking the identified control measures into consideration.

Ratings must be assigned qualitatively using TCP consequence and likelihood scales and descriptors (i.e. TCP 5x5 qualitative risk matrix). Refer to Tables 6-2, 6-3 and 6-4.

Table 7-1: Hazard (Energy) Types

A Risk Register comprised of all significant risks (i.e. Risks rated as major or catastrophic) identified for the project will be compiled using the information contained in the project Baseline Risk Assessment as well as the contractor's Baseline Risk Assessment. Key control measures for managing each of these risks will be specified in the register.

For the significant risks in particular, action plans will be developed for reducing the risk levels (where possible).

The project Risk Register will be reviewed and, if necessary, updated:

- On a quarterly basis during construction;

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- When changes are made to a design and / or the construction scope, schedule, methods, etc. That result in a change to the risk profile; and
- Following an incident.

The contractor must ensure that the hazards, risk scenarios and control measures identified in the contractor's Baseline and Task-Based Risk Assessments are taken into consideration when developing, implementing and maintaining the various elements of the contractor's health and safety management system for the project (e.g. Competence, training and awareness requirements).

All persons potentially affected must be made aware of the hazards, risk scenarios and control measures identified in the contractor's risk assessments. This must be done through training, Toolbox Talks, and Daily Safe Task Instructions (refer to Sections 10 and 11).

7.2 Task-Based Risk Assessments

The contractor must carry out detailed project-specific Task-Based Risk Assessments which must be reviewed and approved by the Client's Project Health and Safety Manager and Contract Manager prior to the commencement of any work.

The risk assessment process must be facilitated by a competent person who has been appointed in writing in terms CR 9 sub regulation (1). The contractor's site management representatives, supervisory personnel, technical experts (as required) and workforce personnel directly involved with the task being examined must participate in the risk assessment process. An attendance register must be completed and retained.

Please Note: Under no circumstances may a Contractor Health and Safety Officer perform a risk assessment in isolation. The active participation of all persons referred to above is mandatory.

A Task-Based Risk Assessment must at least:

- Be accompanied by a Work Method Statement (describing in sufficient detail how the specific job or task is to be performed in a logical and sequential manner);
- Provide a breakdown of the job or task into specific steps;
- Identify the hazards and potential risk scenarios associated with each step;
- Include consideration of possible exposure to noise, heat, dust, fumes, vapours, gases, chemicals, radiation, vibration, ergonomic stressors, or any other occupational health hazard or stressor;
- Describe the control measures that will be implemented to ensure that the risks are managed to levels that are as low as is reasonably practicable; and
- Assign an initial risk rating (without taking any control measures into consideration) and a residual risk rating (taking the identified control measures into consideration) to each risk scenario.

A Task-Based Risk Assessment must be reviewed and, if necessary, updated:

- On an annual basis (as a minimum);
- When changes are made to the associated Work Method Statement; and
- Following an incident.

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7.3 Pre-Task Hazard Assessments

A pre-task hazard assessment must be completed whenever a change is identified while carrying out an activity. Any deviation from what was discussed during the Daily Safe Task Instruction (prior to the activity commencing), or anything that was not discussed, constitutes a change.

Before carrying out the task that involves the identified change, a few minutes must be spent identifying the hazards and risks associated with that task as well as suitable control measures.

8. Legal and Other Requirements

The Contractor must comply with the requirements of all applicable legislation as well as Transnet and project-specific standards and procedures as amended from time to time.

The Contractor must compile and maintain a register of all legal and other requirements applicable to the work that will be carried out and / or services that will be provided. This register must be updated regularly to ensure that it remains relevant.

Applicable laws and standards must be appropriately communicated to all employees of the contractor (as well as the employees of any sub-contractors that may be appointed by the contractor) through training, Toolbox Talks, and Daily Safe Task Instructions (refer to Sections 10 and 11).

9. Objectives

In order to drive continual improvement, the contractor must set project-specific objectives, and must develop improvement action plans to achieve these objectives. The contractor's objectives must be aligned with the objectives set for the project as a whole as required by the Construction regulations of 2014, regulation 7.

Eliminating hazards, minimising risks, preventing incidents, injuries and illnesses, and ensuring legal compliance must be the primary considerations for setting objectives.

When setting objectives, consideration must be given to the following:

- Leading indicators such as inspection findings, audit findings, hazard reporting, and observations;
- Lagging indicators (i.e. Incidents including Near Hits);
- Leading practices and lessons learnt; and
- Injury frequency rates with due understanding that the goal is "no harm".

The objectives must be specific and measurable. The improvement action plans must specify the resources (both human and financial) required to achieve the objectives, the person's responsible, and realistic timeframes for completion. The contractor must ensure that adequate resources are allocated and that progress towards meeting the objectives is monitored regularly.

The objectives and associated improvement action plans must be documented and must be communicated to all contractor employees. Furthermore, to ensure that the objectives remain relevant, they must be reviewed on a quarterly basis and whenever significant change has taken place on the project (i.e. Changes to activities, scope of work, operating conditions, etc.).

Performance reviews must be carried out at quarterly intervals to assess and document performance against these personal or team objectives.

If a reward or incentive scheme is introduced, it must be designed in such a manner that health and safety performance is not compromised to maximise financial reward.

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10. Resources, Accountabilities and Responsibilities

The Contractor must adequately allocate resources, responsibility and accountability to ensure the effective implementation, maintenance and continual improvement of the contractor's HEALTH AND SAFETY management system on the projects required by Construction regulation 0f 2014, regulation 7(2)(c)

For each role that carries health and safety accountability and / or responsibilities (including legislative requirements), a role description detailing the accountability and / or responsibilities must be documented.

All appointments (i.e. the assignment of specific SHE responsibilities to individuals in accordance with legal or project requirements) must be done in writing. Documented proof of each appointment (i.e. a signed appointment letter) must be retained.

Contractor should not discharge any legal responsibilities to employees who are not legally appointed.

The contractor must comply with the requirements of all applicable legislation concerning health and safety related appointments and delegations for the project.

An Organogram specific to the project must be documented and maintained. All roles that carry SHE accountability and / or responsibilities must be included, and all individuals that carry health and safety appointments must be clearly identified.

The provision of dedicated professionals on the project must be appropriate for the nature and scale of the work to be carried out.

The contractor is solely responsible for carrying out the work under the contract whilst having the highest regard for the health and safety of all persons on the project site(s).

Health and safety are the responsibility of each individual on the project site(s), but in particular, it is the responsibility of the contractor's management team who must set the tone.

Visible commitment is essential to providing and maintaining a safe workplace. The contractor's managers and supervisors at all levels must demonstrate their commitment and support by adopting a risk management approach to all health and safety issues. These individuals must consistently take immediate and firm action to address violations of health and safety rules and must actively participate in day-to-day activities with the objective of preventing harm.

The contractor's management representatives are responsible and accountable for health and safety performance on the project. Key responsibilities include the following:

- Preparing, implementing and maintaining a risk-based Health and Safety Management Plan specific to the work that will be carried out (refer to Section 4);
- Establishing, implementing and maintaining health and safety programmes and procedures to ensure that all work is carried out in compliance with the requirements of this specification, the contract, and all applicable legislation;
- Establishing, implementing and maintaining effective hazard identification and risk management processes and procedures to ensure that all reasonably foreseeable hazards are controlled in order to minimise risk (refer to Section 6);
- Providing the resources necessary to meet the requirements of this specification (refer to Section 9);

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- Ensuring that all contractor employees have clearly defined responsibilities with regard to health and safety, and that these responsibilities are clearly communicated and understood (refer to Section 9);
- Establishing, implementing and maintaining a system for ongoing training and assessment of skills and competence (refer to Section 10);
- Establishing, implementing and maintaining procedures to ensure that only qualified and competent personnel are permitted to work on the project site(s) (refer to Section 10);
- Establishing, implementing and maintaining effective communication and consultative processes concerning health and safety for the duration of the contract (refer to Section 11);
- Maintaining operational control for the protection of all persons on the project site(s) as well as the public (refer to Section 13);
- Establishing, implementing and maintaining effective emergency preparedness and response procedures (refer to Section 14);
- Establishing, implementing and maintaining effective management of change processes and procedures (refer to Section 15);
- Establishing, implementing and maintaining effective incident reporting and investigation processes and procedures (refer to Section 18);
- Establishing, implementing and maintaining effective auditing and inspection processes and procedures (refer to Section 20); and
- Formally reviewing the contractor's Health and Safety Management System annually to ensure that the system continues to be effective in managing health and safety performance and meeting project requirements (refer to Section 21).

All costs associated with meeting these responsibilities shall be borne by the contractor.

Any cost associated with any work stoppage due to non-compliance with a health and safety requirement shall be for the contractor's account.

10.1 Contractor Construction Manager

The Contractor must appoint a competent Construction Manager who shall be responsible for the successful and safe completion of all work to be carried out by the contractor as required by the Construction regulations of 2014, regulation 8(1).

The contractor's Project Manager shall be responsible for:

- Ensuring that a Health and Safety Policy that clearly states the contractor's values and objectives for the effective management of health and safety on the project is in place and is communicated to all contractor and sub-contractor employees;
- Ensuring that all applicable legal and project health and safety requirements are identified and complied with at all times;
- Ensuring that effective hazard identification and risk management processes are established and implemented for all work to be carried out by the contractor;
- Participating in the Baseline Risk Assessment for the contractor's scope of work (prior to site establishment);

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- Participating in (and approving) all Task-Based Risk Assessments conducted for the work to be carried out by the contractor;
- Driving the achievement of agreed health and safety objectives;
- Ensuring that the necessary resources are made available for the effective implementation of the contractor's Health and Safety Management Plan;
- Ensuring that all work is adequately and competently supervised;
- Ensuring that all contractor employees have clearly defined responsibilities with regard to health and safety (assigned in writing), and that these responsibilities are clearly communicated and understood;
- Ensuring as far as is reasonably practicable that each contractor and sub-contractor employee is competent to perform his role, and has received appropriate workplace health and safety training and instruction;
- Managing all appointed sub-contractors with regard to health and safety performance;
- Establishing and maintaining effective communication and consultative processes to ensure that all contractor and sub-contractor employees are kept up to date regarding health and safety information (e.g. Incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.) And that feedback is provided promptly regarding issues and / or concerns raised;
- Participating in the project's Visible Felt Leadership (VFL) programme;
- Chairing monthly Contractor Health and Safety Meetings and attending monthly Site Health and Safety Meetings;
- Implementing programmes that encourage continual improvement and providing recognition for suggestions made by contractor and sub-contractor employees;
- Implementing the contractor's Health and Safety Management Plan and associated Safe Work Procedures;
- Acting consistently and strictly against any contractor or sub-contractor employee who transgresses a health and safety rule or requirement;
- Ensuring that an effective management of change process is in place;
- Implementing, testing and maintaining an effective Emergency Response Plan for all contractor and sub-contractor activities, and ensuring that the plan is adequately resourced;
- Ensuring that workplace exposure of contractor and sub-contractor employees to hazardous substances or agents is measured and monitored to determine the effectiveness of controls and compliance with legal (and project) requirements;
- Ensuring that all incidents are reported without delay and are investigated thoroughly;
- Participating in investigations into significant incidents;
- Ensuring that accurate health and safety statistics are maintained, and that health and safety performance reports are compiled as required;
- Providing the necessary resources for regular health and safety audits and inspections to be conducted, and supporting the auditing process;
- Participating in health and safety audits, and carrying out workplace inspections;

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- Ensuring that corrective actions (arising from incident investigations, audits, inspections, etc.) Are implemented, and that adequate resources are provided for this purpose; and
- Participating in an annual review of the contractor's Health and Safety Management System.

10.2 Contractor Health and Safety Officers

The contractor must appoint a full-time Health and Safety Officer for the duration of the contract who is registered with the SACPCMP (The South African Council for Project Construction Management Professions). The project site(s) (directly or through sub-contractors) must at least appoint two full-time Health and Safety Officers depending on the scope, complexity, budget and high risk activities involved, as required by the Construction regulations of 2014, regulation 7(2)(c).

The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-contractors) have been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the contractor must make provision for an additional Health and Safety Officer.

Each Contractor Health and Safety Officer shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to contractor and sub-contractor personnel (particularly the contractor's Project Manager) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the contractor;
- Participating in the Baseline Risk Assessment for the contractor's scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the contractor and ensuring that identified control measures are implemented;
- Conducting contractor health and safety induction training for all contractor and sub-contractor personnel;
- Compiling and maintaining all health and safety related documents and records required of the contractor;
- Communicating relevant health and safety information to contractor and sub-contractor personnel (e.g. Incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Carrying out Safety Observations and Coaching (one per day);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the contractor's appointed supervisors, and attending at least one DSTI each day;
- Attending monthly Contractor and Site Health and Safety Meetings;
- Assisting with the implementation of the contractor's Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all contractor and sub-contractor activities;
- Responding to workplace incidents (as appropriate);

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- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the contractor and all sub-contractors), and compiling health and safety performance reports as required;
- Auditing the health and safety management system and workplace activities of the contractor and each sub-contractor monthly to assess compliance with the project health and safety requirements; and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

The contractor must ensure that each Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Each Health and Safety Officer must be provided with the following:

- A computer with access to all necessary systems, including access to e-mail and the internet;
- A mobile telephone on contract or with adequate pre-paid airtime; and
- A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).

A Health and Safety Officer must over and above the SACPCMP registration as an Officer; be computer literate, fluent in English, and must have the following minimum qualifications, training and experience:

- At least 5 years' experience as a Health and Safety Officer on construction projects;
- SAMTRAC,NEBOSH or an equivalent training course with accredited health and safety service provider as a minimum qualification ;
- Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
- Experience and appropriate training with regard to construction related hazard identification and risk management processes;
- Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- Health and safety auditing experience and training;
- A valid First Aid certificate of competency;
- Fire prevention and protection training; and
- A valid Driving Licence (light motor vehicle).
- Registered as a Health and Safety Officer or Health and Safety Manager with SACPCMP depending on the size of the project and on the risk.

Before placing a Health and Safety Officer on the project site(s), the contractor must forward a copy of the person's CV to the nominated project management representative or to the Programme Health and Safety manager for review and acceptance. A proposed candidate may be rejected should he not meet the experience and / or qualification requirements, or due to poor work performance on previous projects.

10.3 Contractor Supervisors

The contractor must ensure that all project and / or construction works are always supervised by an adequate number of qualified, competent and appointed supervisors who have experience in the type of work being carried out as required by Construction regulations of 2014, regulation 8(7).

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No work may be carried out without an appointed supervisor being physically present in the work area and daily safety task instruction.

Each Contractor Supervisor shall be responsible for:

- Ensuring that all work carried out under his supervision is done so in accordance with the requirements of all applicable legislation, rules, standards, specifications, plans and procedures;
- Participating in Baseline and Task-Based Risk Assessments;
- Ensuring that all employees under his supervision are made aware of the hazards, risk scenarios and control measures identified in relevant risk assessments;
- Ensuring that the control measures stipulated in all relevant risk assessments are in place and are implemented fully for all work carried out under his supervision;
- Ensuring that all employees under his supervision conduct pre-task hazard assessments when necessary;
- Driving the achievement of health and safety objectives set for his team;
- Ensuring that the necessary written appointments are in place for each employee under his supervision (e.g. First aider, mobile crane operator, etc.);
- Ensuring that all employees under his supervision attend all required training;
- Ensuring that no employee carries out any work that he is not competent to perform or has not been appointed to perform;
- Identifying training needs within his team;
- Carrying out Safety Observations and Coaching (one per day);
- Conducting a weekly Toolbox Talk with his team;
- Leading a Daily Safe Task Instruction discussion with his team;
- Attending Health and Safety Meetings as required;
- Maintaining a Health and Safety Management Information Notice Board in the work area for which he is responsible;
- Recording, on a daily basis, a description of the day's activities as well as a breakdown (by occupation) of the personnel on site under his supervision (e.g. 5 bricklayers, 2 carpenters, 3 welders, 22 general workers, and 1 supervisor);
- Ensuring that all Safe Work Procedures applicable to the work carried out under his supervision are adhered to and are fully implemented;
- Maintaining discipline and taking the necessary action whenever an employee under his supervision does not adhere to a rule or requirement;
- Carrying out Planned Task Observations (one per day);
- Ensuring that emergency response procedures are understood by all employees under his supervision and that these procedures are followed in the event of an emergency;
- Reporting all incidents immediately, participating in incident investigations, communicating the lessons learnt to all employees under his supervision, and implementing corrective actions where required; and
- Carrying out workplace health and safety inspections.

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Each supervisor must accept these responsibilities in writing as part of his appointment.

Each supervisor must be equipped with a mobile telephone to ensure that effective communication can be maintained for the duration of the contract.

10.4 Health and Safety Representatives

The team of employees on site must have a health and safety representative deployed on the project site(s), a Health and Safety Representative must be elected and appointed. Taking into consideration the number of employees deployed, the geographical area in which the work is taking place, the different work disciplines, and the shift pattern (if applicable), the contractor must ensure that an adequate number of Health and Safety Representatives (at a minimum ratio of one Health and Safety Representative per 50 employees) are elected and appointed to effectively represent all site personnel as required by the OHS Act 85 of 1993, section 17 - 18.

Each Health and Safety Representative must attend an accredited training course for health and safety representatives. The cost of this training shall be for the contractor's account.

The contractor must make the necessary allowances for the Health and Safety Representatives to carry out their duties as specified in the applicable legislation.

The contractor must ensure that an appropriate sticker is affixed to the safety helmet of each Health and Safety Representative for identification purposes.

10.5 First Aiders

If 10 or more employees are deployed on the project site(s), at least one trained and competent First Aider must be in place and must be appointed. Taking into consideration the number of employees deployed, the geographical area in which the work is taking place, the different work disciplines, and the shift pattern (if applicable), the contractor must ensure that an adequate number of First Aiders (at a minimum ratio of one First Aider per 50 employees) are in place and have been appointed to administer first aid treatment should this be required.

First Aid training must be done through an accredited training institution. The cost of this training shall be for the contractor's account.

The contractor must ensure that an appropriate sticker is affixed to the safety helmet of each First Aider for identification purposes.

10.6 Duties of Client

As per the Construction regulations of 2014, regulation 5(1) – (8) a client must—

- Prepare a baseline risk assessment for an intended construction work project;
- Prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph
- Provide the designer with the health and safety specification contemplated in paragraph (b);
- Ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
- Ensure that the designer carries out all responsibilities contemplated in CR regulation 6;
- Include the health and safety specification in the tender documents;
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
- Take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;

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- Ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- Appoint every principal contractor in writing for the project or part thereof on the construction site;
- Discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in CR regulation 7(1), and must thereafter finally approve that plan for implementation;
- Ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;
- Take reasonable steps to ensure that each contractor's health and safety plan contemplated in
- CR Regulation 7(1)(a) is implemented and maintained;
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- Ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;
- Stop any contractor from executing a construction activity which poses a threat to the ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and
- Ensure that the health and safety file contemplated in CR regulation 7(1) (b) is kept and maintained by the principal contractor.

Where a client requires additional work to be performed because of a design change or an error in Construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
Where a fatality or permanent disabling injury occurs on a construction site, the client must ensure that the contractor provides the provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.

Where more than one principal contractor is appointed as contemplated in sub-regulation CR 5(1) (k), the client must take reasonable steps to ensure co-operation between all principal contactors and Contractors to ensure compliance with these Regulations.

Where a construction work permit is required as contemplated in CR 3(1), the client must, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed.

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Were notification of construction work is required as contemplated in CR regulation 4(1), the client may, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed: Provided that, where the question arises as to whether an Agent is necessary, the decision of an inspector is decisive.

An agent contemplated in CR sub-regulations (5) and (6) must—
Manage the health and safety on a construction project for the client; and
Be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions;

When the chief inspector has approved a statutory body as contemplated in CR sub-regulation (7) (b), he or she must give notice of that approval in the Gazette.

10.7 Duties of the Designer

As per the Construction regulations of 2014, regulation 6(1) – (2) a designer must –

- Ensure that the applicable safety standards incorporated into these Regulations under section 44 of the Act are compiled within the design;
- Take into consideration the health and safety specification submitted by the client;
- Before the contract is put out to tender, make available in a report to the client—
- All relevant health and safety information about the design of the relevant structure that may affect the pricing of the construction work;
- The geotechnical-science aspects, where appropriate; and
- The loading that the structure is designed to withstand;
- Inform the client in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
- When modifying the design or substituting materials; take into account the hazards relating to any subsequent maintenance of the relevant structure and must make provision in the design for that work to be performed to minimize the risk;
- When mandated by the client to do so, carry out the necessary inspections at appropriate stages to verify that the construction of the relevant structure is carried out in accordance with his design: Provided that if the designer is not so mandated, the client's appointed agent in this regard is responsible to carry out such inspections;
- When mandated stop any contractor from executing any construction work which is not in accordance with the relevant design's health and safety aspects: Provided that if the designer is not so mandated, the client's appointed agent in that regard must stop that contractor from executing that construction work;
- When mandated in his or her final inspection of the completed structure in accordance with the National Building Regulations, include the health and safety aspects of the structure as far as reasonably practicable, declare the structure safe for use, and issue a completion certificate to the client and a copy thereof to the contractor; and
- During the design stage, take cognizance of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

The designer of temporary works must ensure that -

- All temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- The designs of temporary works are done with close reference to the structural;

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- The designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- All drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- The loads caused by the temporary works and any imposed loads are clearly indicated in the design.

10.8 Duties of Principal Contractor

As per the Construction regulations of 2014, regulation 7(1) – (8) a Principal Contractor and Contractor must

- Provide and demonstrate to the client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's documented health and safety specifications contemplated in CR 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- On appointing any other contractor, to ensure compliance with the provisions of the Act-
- Provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in CR regulation 5(1)(b) pertaining to the construction work which has to be performed;
- Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- Ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- Appoint each contractor in writing for the part of the project on the construction site
- Ensure that a copy of his or her health and safety plan contemplated in paragraph (a),
- As well as the contractor's health and safety plan contemplated in CR 7 sub-regulation (2)(a), is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in CR 7 sub-regulation (2)(b), include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- In addition to the documentation required in the health and safety file in terms of paragraph (c)(v) and CR 7 sub-regulation (2)(b), include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being principal contractor, the agreements between the parties and the type of work being done; and

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- Ensure that all his or her employees have a valid medical certificate of fitness specific to the Construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

10.9 Duties of Contractor

A contractor must -

- Prior to performing any construction work provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification) and provided by the principal contractor), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- Open and keep on site a health and safety file, which must include all documentation required and must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- Before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- Co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and
- As far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor apply to the contractor as if he or she were the principal contractor.

A contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor;.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

10.10 Management and supervision of Construction work

A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the

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absence of the construction manager an alternate must be appointed by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers as in the opinion of an inspector, enough of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector,

No construction manager appointed may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.

No construction supervisor appointed under may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if enough competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

10.11 Construction Health and Safety Agent

A Construction Health and Safety Agent, based on their experience, knowledge and capabilities, as prescribed in the registration requirements for the Construction Health and Safety Agent. A person will obtain registration once they have submitted the required documentation and met the registration criteria in full.
Construction Health and Safety Agent an applicant must provide proof of:

- Recognized and appropriate health and safety qualifications
- Relevant experience in the health and safety industry, with specific detail on construction experience

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- Knowledge, skill and experience by attending and passing a professional interview
- Registration letter with SACPCMP

A Construction Health and Safety Agent is required to comply with the Continuing Professional Development (CPD) Policy Framework. A Construction Health and Safety Agent shall be expected to demonstrate detailed knowledge of health and safety requirements at all levels, with the capability to design, compile, implement and manage the health and safety requirements for a construction project from Initiation and Briefing to Project Close-out. A Construction Health and Safety Agent shall also be required to show ability to mentor, coach and guide Construction Health and Safety Managers and Construction Health and Safety Officers.

Construction project health and safety management systems.

A Construction Health and Safety Agent is expected to be experienced and knowledgeable in:

- Identifying and developing an appropriate health and safety legal framework for a construction project
- Principles of cause-and-effect analysis and its application to hazard identification and risk management on a construction project
- Identifying leading construction health and safety practice and applying such to a construction project
- Construction project health and safety risk profiling
- Designing and developing a construction project health and safety management system
- Construction project health and safety policy and standards
- Design risk management

10.12 Operational legal appointment letters

The contractor must ensure other legal appointment letter are compiled and be submitted with the Contractor compliance plan, below is some appointment required as per the legislation, the appointment letters vary based on the project;

- OHSA Sec 16(2)
- Sec 17,18,19 SHE Representative
- GSR 3(4) First Aider
- GAR 9(2) Incident investigator
- GMR 2(1) Supervisor of machinery
- GMR 2(7) Assistant Supervisor of machinery
- CR 4(1)(c) Principal Contractor
- CR 8(1) Construction Manager
- CR 8(2) Assistant Construction Manager
- CR 8(7) Construction Supervisor
- CR 8(8) Assistant Supervisor of construction work
- CR 8(5) Construction Health and Safety Officer
- CR 9(1) Construction Risk Assessor
- CR 10(1)(a), (b) Fall protection plan
- Developer
- CR 10(2)(d) Inspector of fall arrest system
- CR 14(2) Scaffolding Supervisor
- DMR 17(2),18 Inspector of lifting machinery
- CR17(8) Material hoist Inspector

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- CR 19(2)(g)(i) Explosive powered tool issuer
- CR 23(1)(k) Construction vehicle and mobile plant Inspector
- CR 24(d) Temporary Electrical Installation Controller
- CR 24(e) Temporary Electrical Installation Inspector
- CR 28(a) Stacking and storage Supervisor
- CR 29(h) Fire extinguisher inspector
- EMR 8(8) Appointment for electrical installation in hazardous location- Master Electrician (Inspector)
- EIR 9 Installation Electrician appointment

11. Safety Agents in Project Stages

The safety agent must be involved in all stages of project management and take charge of all the health and safety related matters.

11.1 Stage 1 – Project Initiation and Briefing

The deliverables at this stage shall include agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objections, priorities, constraints, assumptions and strategies in consultation with client.

Standard Services:

- Demonstrate the Construction Health and Safety Agent competency and resource;
- Assist in developing a clear construction project health and safety brief;
- Attend the construction project initiation meetings;
- Conclude the terms of the agreement with the client;
- Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project;
- Advise the client on the adequacy of health and safety competency and resources of the other consultants
- Identify construction project health and safety risk profile
- Provide necessary information within the agreed scope of the construction project to the other consultants;
- Define the Construction Health and Safety Agent scope of work and services;

11.2 Stage 2 – Concept and Feasibility

Finalisation of the project concept and feasibility.

Standard Services:

- Agree the documentation programme with the principal consultant and other consultants
- Attend design and consultants meetings;
- Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants;
- Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project;
- Advise on preliminary cost estimates/budgets for construction project health and safety
- Prepare draft construction project baseline risk assessment;

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- Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities;
- Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists;
- Assess and approve the appropriate specialists health and safety plans;
- Monitor the implementation of the appropriate specialists health and safety plans, including periodic audits;
- Prepare the draft construction project health and safety specification;
- Agree the format and procedures for health, safety and hygiene construction project control
- Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities;
- Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants;

Construction Health and Safety Agent Deliverables

- Updated construction project health and safety risk profile;
- Agreed construction project health and safety policy for the project;
- Draft construction project baseline risk assessment;
- Draft construction project health and safety specification;
- Record of appropriate specialists health and safety competency and resource assessments;
- Schedule of required surveys, tests and other investigations and related reports;
- Record of construction project health and safety risk communication;
- Design risk management process;
- Preliminary cost estimates/budgets for construction project health and safety;
- Approved specialists health and safety plans;
- Specialists health and safety audit reports and records;

11.3 Stage 3 – Design Development

Manage, coordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.

Standard Services

- Review the documentation programme with the principal consultant and the other consultants
- Attend design and consultants meetings;
- Finalise the construction project health and safety risk profile;
- Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operation ability of the structure;
- Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme;
- Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and finalise the construction project baseline risk assessment;
- Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications;
- Agree on a format for the health and safety file;
- Assess and approve necessary construction project health and safety plans for early works;

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- Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works;
- Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets;
- Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants;
- Construction Health and Safety Agent Deliverables;
- Final construction project health and safety risk profile
- Record of construction project health and safety risk communication;
- Final construction project health and safety baseline risk assessment;
- Updated draft construction project health and safety specification;
- Design risk management records;
- Schedule of precautions necessary for construction project health, safety and hygiene control;
- Approved early works health and safety plans;
- Early works audit reports and records;
- Initial schedule of construction project health and safety cost estimates/budgets;
- Template for health and safety file.

11.4 Stage 4 - Tender Documentation and Procurement

The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation for effective and timeous execution of the project.

Standard Services

- Attend design and consultants meetings;
- Assist in developing a clear construction project health and safety procurement process;
- Finalise construction project tender health and safety specifications and integrate with procurement documentation;
- Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants;
- Prepare construction project health and safety documentation for submission to authorities;
- Participate in construction project tender clarification meetings;
- Assist with the evaluation of tenders and verify the contractors competencies, knowledge and resources to carry out the construction works in a safe and healthy manner;
- Assist the cost consultant in the finalisation of the construction project health and safety cost estimate/budget;
- Assist with the preparation of contract documentation for signature;
- Prepare construction project health and safety mobilisation and access plans for the construction work;
- Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance.

Construction Health and Safety Agent Deliverables

- Final construction project tender health and safety specifications;
- Records of construction project health and safety procurement process;
- Construction project health and safety tender evaluation and records;
- Finalised schedule of construction project health and safety cost estimate/budget;
- Construction project health and safety contract documentation;
- Construction project health and safety mobilisation and access plans;

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- Design risk management records;
- Record of construction project health and safety risk;
- Construction project health and safety documentation for authorities;
- Evaluation schedule of samples/mock-ups and products.

11.5 Stage 5 - Construction Documentation and Management

The management and administration of the construction contracts and processes, including the preparation and coordination of the necessary documentation to facilitate effective execution of the works

Standard Services

- Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans;
- Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work;
- Attend site handover meetings and lead construction project health and safety mobilisation and access plans;
- Attend regular site, technical and progress meetings;
- Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes;
- Monitor the implementation of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes and recommend stop work orders where necessary;
- Monitor design risk management;
- Perform incident and accident investigations where necessary;
- Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits;
- Conduct construction health and safety management system audits;
- Facilitate construction health and safety system and plans reviews for continual improvement;
- Monitor the compilation of the construction project health and safety file by the contractor(s)
- Prepare and maintain the consolidated health and safety file;
- Prepare the structure commissioning health and safety plans.

Construction Health and Safety Agent Deliverables

- Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments;
- Permits to commence construction work;
- Record of meetings, including all construction health and safety matters to be actioned;
- Record of revised changes to the construction project health and safety risk profiles;
- Record of revised changes to the construction project health and safety specifications;
- Record of revised changes and commissioning of the construction project health and safety plans;
- Record of revised construction project health and safety cost estimate/budget;

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- Records of design risk management;
- Record of construction project health and safety audit reports;
- Record of contractor(s) construction health and safety performance;
- Record of construction project health and safety work stoppage reports;
- Record of incident and accident investigations and corrective actions;
- Record of interactions with the Compensation Commissioner or similar;
- Record of construction health and safety system and plans reviews;
- Record of construction project health and safety risk communication;
- Interim health and safety file;
- Structure commissioning health and safety plans.

11.6 Stage 6 - Project Close - Out

The process of managing and administering the project close out, including preparation and co – ordination of the necessary documentation to facilitate the effective operation of the project.

Standard Services

- Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period;
- Cancel all construction project health and safety legal appointments;
- Prepare the health and safety operations and maintenance report;
- Prepare the consolidated construction project health and safety close - out report;
- Construction Health and Safety Agent Deliverables;
- Record of audits during the defects liability period;
- Record of construction health and safety risk communication;
- Report on approved health and safety file;
- Health and safety operations and maintenance report;
- Consolidated construction project health and safety close-out report;

11.7 Additional Related Services

- Provide advice to the Client on health and safety competence and resources of up to [number] proposed designers prior to arrangements being made for design work to begin.
- Prepare [number] additional copies of the health and safety file.
- Prepare [number] copies of abstracts of the health and safety file for delivery to tenants by the Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
- Seek the co - operation of and co – operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
- Facilitate co – operation and co – ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co – ordination of health and safety measures during planning and preparation for the construction phase.
- Keep a record of the health and safety file.
- Convert the health and safety files on other projects to match Client/ Owner's electronic format.
- Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
- To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.

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- Assist in the development of maintenance schedules for the Client/Owners completed structure.
- Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structure's health and safety file.

12. Competence, Training and Awareness

Each employee (including sub-contractor employees) must be suitably trained and competent, and must understand the health and safety hazards, risks and control measures associated with his work as required by the OHS Act 85 of 1993,(14)

The contractor must implement systems and procedures to ensure that:

- The necessary competencies required by employees are identified (by occupation), along with selection, placement and any training requirements;

Please Note: Specific competency profiles and selection criteria (fitness for work) must be developed for all roles where significant health or safety risk exists.

Please Note: A formal training needs analysis must be carried out based on the competency profiles and a training matrix must be developed for the project.

Roles requiring technical certification, registration or licensing are identified and documented, and these roles are filled only by suitably qualified personnel;

- Minimum core health and safety skills required by employees in leadership and supervisory roles are identified and suitable training is provided including hazard identification and risk assessment, incident investigation, and health and safety interactions (i.e. Observation and coaching techniques);
- Competency-based training is provided and it includes operational controls (procedures and work instructions), management of change, and emergency response;
- All employees hold and maintain the required competencies (including appropriate qualifications, certificates and licences) and are under competent supervision;
- A site-specific induction and orientation programme that highlights health and safety requirements, procedures, and significant hazards, risks and associated control measures is in place for all new employees and visitors (understanding must be assessed);
- Personnel are trained and / or briefed on new or amended standards, rules, safe work procedures, risk assessments, etc.;
- Refresher training is carried out as required (e.g. Re-induction following an absence from site);
- Records of education, qualifications, training, experience and competency assessments are maintained on site for all employees; and
- The effectiveness of training is reviewed and evaluated.

Prior to the commencement of any work, including mobilisation and site set-up activities, the contractor must provide, to the satisfaction of the nominated project management representative, current documentation verifying that the contractor's employees, as well as the employees of any appointed sub-contractors, are competent and have the necessary qualifications, certificates, licences, job skills, training and experience (as

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required by this specification and applicable legislation) to safely carry out the work that is to be performed.

The Contractor and sub-contractor must ensure that the following training takes place:

- health and safety induction training pertaining to the hazards prevalent on the site at the time of entry
- training for all persons required to erect, move or dismantle temporary works structures and instruction to perform those operations safely
- training of employees working from a fall risk position
- training to work or to be suspended on a platform which includes at least:
  - how to access and egress the suspended platform safely;
  - how to correctly operate the controls and safety devices of the equipment;
  - information on the dangers related to the misuse of safety devices; and
  - information on the procedures to be followed in the case of-
    - an emergency;
    - the malfunctioning of equipment; and
    - the discovery of a suspected defect in the equipment;
    - an instructions on the proper use of body harnesses.

- Training for all operators of construction vehicles and mobile plant.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor;.

Please Note: Only certified copies of certificates, licences, etc. Will be accepted.

An Employee Profile (dossier) must be completed for each employee who will be performing work on site. All documentation pertaining to an employee's competence (i.e. certified copies of qualifications, certificates and licences as well as proof of job skills, training and experience) must be maintained in this dossier.

If it is determined through observation that an employee is not yet competent to carry out a particular task in a safe and capable manner, the employee will be required to cease work immediately and must either be reassigned or be retrained at the contractor's expense.

The contractor must provide proof that the training institutions and trainers that are used are appropriately registered with a governing authority (a trainer's registration certificate or registration number alone will not be adequate). The following must be made available for verification purposes:

- Proof of registration of the training institution including the training programmes that the institution is accredited to provide; and
- For each trainer, proof of competency and registration for the specific training programmes presented.

Foreign qualifications held by employees in health and safety critical roles must be verified against the requirements of local legislation.

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12.1 Induction Training

Each employee must attend all mandatory Induction Training applicable to the project. No employee will be permitted to enter any project work site until he has attended this training. Each employee must carry proof that he has completed the induction training and may be removed from a site if such proof cannot be produced on request, this as required by the Construction regulations of 2014, regulation 7(5).

Furthermore, employees must attend (where applicable) Area-Specific Training pertaining to the hazards identified in the area(s) where the employees will be working. No employee will be permitted to enter a work area until he has attended the relevant area-specific training.

All visitors must receive a visitor induction briefing before entering any project work site. However, this induction does not permit a visitor to enter a site unescorted. Visitors must be always accompanied by an appropriately senior employee who has been fully inducted.

12.2 Specific Training and Competency Requirements

The following specific training and competency requirements must be complied with.

Please Note: An employee must be trained, assessed and found competent before he will be given authorisation to perform certain tasks or fill certain roles.

Table 11-1: Specific Training and Competency Requirements

Training	Applicable To
Health and Safety Induction	All employees
Safety Observations and Coaching (Safety Interactions)	All employees
Risk Assessment	All managers and supervisors
Incident Investigation	All managers and supervisors
Safety Leadership	All managers and supervisors
Legal Liability*	All managers and supervisors
Health and Safety Rep*	All elected Health and Safety Representatives
First Aid Levels 1, 2 and 3*	All nominated First Aiders
Fire Fighting (Fire Extinguisher Use) *	All employees
Working at Height*	All employees using a safety harness
Confined Spaces	All Confined Space Entry Officers and Standby Persons
Permit to Work	All Authorised Persons (i.e. Permit issuers) and all Applicants (i.e. Employees who will be applying for permits)
Isolation and Lockout	All Authorised Persons (i.e. Persons who authorise work that requires Isolation and Lockout), all Isolation Officers, and all Applicants (i.e. Persons who request permission to work on systems or equipment requiring Isolation and Lockout)
Defensive Driving*	All drivers of light motor vehicles (for work purposes)
Gravel Road Driving*	All drivers of light motor vehicles driven on gravel roads (for work purposes)
Off Road Driving*	All drivers of four-wheel drive vehicles driven off road (for work purposes)
Mobile Equipment Site Licence	All mobile equipment operators

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Training requirements marked with an * must be arranged through accredited external training institutions by the contractor. All other training will be provided by Transnet.

13. Communication, Participation and Consultation

The contractor must establish and maintain effective communication and consultative processes (allowing for a two-way dialogue) for the duration of the project to ensure that:

- All personnel are kept up to date about health and safety matters (e.g. Hazards and risks, incidents and lessons learnt, leading practices, performance against objectives, etc.);
- General health and safety awareness levels are kept high;
- Prompt feedback is given to personnel regarding health and safety issues or concerns that they raise; and
- Relevant, and often critical, health and safety related information (e.g. Design changes, instructions, reporting of hazardous conditions or situations, etc.) Is effectively disseminated.

This must be achieved as follows:

conditions.

13.1 Toolbox Talks

The contractor must prepare a Toolbox Talk on a weekly basis and must share it with all personnel for which the contractor is responsible (including all sub-contractors). Toolbox Talks must address health and safety issues that are relevant to the work performed on the project site(s) and must include information and / or knowledge sharing, lessons learnt from incidents that have occurred, information concerning specific hazards and / or risks and control measures to prevent injury, etc.

Attendance records must be kept and maintained in the contractor's health and safety file.

13.2 Daily Safe Task Instructions (DSTI's)

A Daily Safe Task Instruction (DSTI) is a pre-start discussion amongst the members of a work team, led by the appointed supervisor, aimed at anticipating hazards and potential risks associated with the activities planned for the day or shift, and ensuring that the necessary control measures are in place to prevent incidents.

At the start of each day or shift, prior to the start of any work, each appointed supervisor must inspect the work area for which he is responsible and ensure that it is safe. He must then conduct a DSTI with his work team specifically concerning the tasks that they will be performing during the course of the day or shift. The relevant Task-Based Risk Assessment for the activity must be used as the basis for the discussion. The correct work method must be reiterated and the identified hazards, risks and control measures must be discussed with the team (each team member must be given the opportunity to contribute and participate in the discussion).

Any team member arriving late must first be taken through the information that was discussed (work method, hazards, risks and control measures) before being permitted to start working. If the work method changes after activities have already begun, the DSTI must be revisited and updated with the team, and the changes must be signed off by the relevant Contractor Health and Safety Officer.

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Every member of the work team must sign the DSTI attendance register. The attendance records must be kept and maintained in the contractor's health and safety file.

The contractor's Health and Safety Officer must evaluate the content of the DSTI's daily to ensure that they are task specific. Furthermore, the Health and Safety Officer must attend at least one DSTI per day prior to the start of work. The Health and Safety Officer may not lead the DSTI discussions, as this is the responsibility of the appointed supervisor.

13.3 Suggestions

All employees must be encouraged to submit suggestions to enhance health and safety management on the project site(s). A process must be in place for documenting, evaluating, implementing (as appropriate), archiving and recognising the improvement ideas.

13.4 Meetings

13.5.1 Contractor health and safety (OHS Act Section 19)

The contractor must schedule and consistently hold monthly health and safety meetings. These meetings must be chaired by the contractor's Project Manager and the following persons must be in attendance:

- Contractor and sub-contractor management representatives;
- Contractor and sub-contractor supervisors;
- Contractor and sub-contractor appointed Health and Safety (Employee) Representatives;
- Contractor and sub-contractor Health and Safety Officers; and
- The relevant Project Health and Safety Advisor.

The meeting must address the following as a minimum:

- New incidents for the period and corrective actions taken or to be taken;
- Implementation status of outstanding actions associated with previous incidents;
- SOC's, PTO's and DSTI's carried out for the period and action required to correct trends identified;
- Results of any audits, inspections (including H&S Rep inspections) or site visits carried out;
- A look ahead to ensure that appropriate health and safety planning and preparation is done for upcoming work;
- Risk Assessments, Safe Work Procedures, etc. That are outstanding or due for review (as well as the quality of these documents); and
- Any other health and safety related matter.

The contractor must compile minutes of each meeting and attendance records must be kept. These records must be maintained in the contractor's health and safety file.

13.5.2 Site Meetings

In addition to the Contractor Meetings, the Project will schedule monthly Site Meetings that the contractor must attend. These meetings will be chaired by the Contract Manager and the following persons must be in attendance:

- Contractor management representatives;
- Contractor Health and Safety Officers;
- Contractor Environmental Officer
- Contractor Quality Management
- The Project Health and Safety Manager;
- Project Health and Safety Advisors; and

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- Client representatives (ad hoc).

The meeting will address the following as a minimum:

- Feedback from the contractor concerning health and safety performance for the period;
- New incidents for the period and corrective actions taken or to be taken;
- Implementation status of outstanding actions associated with previous incidents;
- SOC's, PTO's and DSTI's carried out for the period and action required to correct trends identified;
- Results of any audits, inspections or site visits carried out;
- A look ahead to ensure that appropriate health and safety planning and preparation
  Is done for upcoming work;
- Risk Assessments, Safe Work Procedures, etc. That are outstanding or due for review (as well as the quality of these documents); and
- Any other health and safety related matter.

13.5 Performance Boards

The contractor must provide and maintain a Performance Board to be approved by the nominated project management representative and to be positioned at the entrance to the contractor's site office area. This board must display the following information as a minimum:

- The contractor's logo;
- Current manpower (heads) on site;
- Man-hours worked for the current month and project to date;
- Lost Time Injury Frequency Rate (LTIFR);
- Dates of last injuries (FAI, MTI and LTI);
- Number of hours worked since the last recorded LTI; and
- Names and contact telephone numbers for the appointed Project Manager and the Health and Safety Officers.

13.6 Management Information Notice Boards

The contractor must provide, for each appointed supervisor, a portable Health and Safety Management Information Notice Board to be placed in the work area. The following information and documentation, as a minimum, must be posted on these boards:

- The relevant Method Statements, Risk Assessments and Safe Work Procedures for the work that is being performed that day;
- The DSTI for the day;
- The most recent Toolbox Talk;
- Where applicable, all required permits and permissions for the work that is being performed;
- Material Safety Data Sheets (MSDS's) for any chemical substances being used;
- The health and safety objectives for the work team;
- Details of the last incident involving the work team;
- The most recent weekly health and safety report (refer to Section 20);
- Emergency procedures;
- A site plan indicating evacuation routes and emergency assembly point locations;
- First Aider names and contact telephone numbers; and
- The appointed supervisor's contact details.

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13.7 Involvement (Other)

The participation of all contractor (and sub-contractor) employees in activities that promote improvements in health and safety performance must be encouraged. This must include their appropriate involvement in:

- Hazard identification, risk analysis and determining control measures;
- Incident investigation; and
- Reviewing policy and objectives.

All regulations, instructions, signage, etc. Must be communicated in a language understood by all employees.

Health and safety personnel must be actively involved in planning activities so that they could highlight hazards and risks associated with upcoming work well in advance to ensure sufficient time to arrange and / or implement the necessary control measures.

14. Documentation and Document Control

The contractor must develop and maintain project-specific documentation required for the effective management of health and safety on the project.

All documents related to the contractor's health and safety management system must be effectively controlled.

The document control process must:

- Provide for the review, revision and version control of documents;
- Uniquely identify documents (as appropriate) to control their use and function;
- Require approval of the documents for adequacy prior to issue;
- Clearly identify changes and record the status of any revisions to documents; and
- Provide for the effective distribution of documents to, and where necessary the timely removal of obsolete documents from, all points of issue and use.

The contractor must establish a process for the systematic control of health and safety records and related data. Controls must be in place for the creation, receipt, secure storage, maintenance, accessing, use and disposal of such records and data.

Each record must be legible, identifiable and traceable, and must contain adequate information and data for its purpose.

The confidentiality and security of records and data must be maintained in a manner that is appropriate for the nature of the records and data, and in accordance with any applicable data or privacy protection legislation.

Personal information originating

From medical surveillance and occupational hygiene monitoring must be reported in a form that respects the privacy of the individual but enables management to fulfil their duty of care obligations to employees. The names of individuals must not be disclosed without their written authorisation.

Retention periods for all records (based on legal requirements and / or knowledge preservation considerations) must be established and documented in accordance with applicable legislation.

14.1 Contractor compliance File Requirements

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The contractor must compile and maintain a file containing all necessary compliance related documentation. The client should provide construction work permit and to be always kept on site. The contents of the file will be audited by a Project SHE Advisor monthly.

Required documentation includes, but is not limited to, the following:

- Letter of Good Standing from the Workman's Compensation Commissioner (where applicable) must have dol stamp;
- Proof of Public Liability Insurance;
- Scope of Work under the contract;
- List of Contacts and their Telephone Numbers;
- Health and Safety Policy;
- SHE Management Plan;
- Legal Register;
- Organisational Chart for the project;
- Appointment Letters (appointment of the contracting company, and appointments for all persons with health and safety related responsibilities);
- Notifications to the relevant authorities that construction work is in progress;
- Baseline and Task-Based Risk Assessments;
- Health and Safety Objectives, and associated Improvement Action Plans;
- Safe Work Procedures, Work Instructions and Work Method Statements;
- Planned Task Observations;
- Fall Protection Plan (for work at height);
- A dossier (Equipment Profile) for each fuel-driven vehicle or machine;
- Inspection Registers, Forms and Checklists (e.g. For portable electrical tools, ladders, safety harnesses, light vehicles, mobile equipment, lifting equipment and lifting tackle, first aid boxes, fire extinguishers, etc.);
- PPE Issue Registers;
- Material Safety Data Sheets;
- Emergency Response Procedures;
- Incident Records;
- A dossier (Employee Profile) for each employee containing:
- A copy of the employee's Identity Document or Passport;
- Certificate of Fitness (Pre-Employment Medical Examination);
- Proof of Induction Training;
- Other Training Records;
- Copies of Qualification Certificates and / or Certificates of Competency; and
- Copies of Licences;
- Meeting Minutes;
- HEALTH AND SAFETY Performance Reports;
- Copies of Inspection and Audit Reports; and
- Daily Safe Task Instructions (DSTI's) and Toolbox Talks.

The contractor must ensure that an equivalent file is compiled and maintained by each appointed sub-contractor.

15. Notification of Construction Work

A contractor who intends to carry out any construction work other than work contemplated in CR regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form like Annexure 2 if the intended construction work will—

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- include excavation work;
- include working at a height where there is risk of falling;
- include the demolition of a structure; or
- include the use of explosives to perform construction work.

A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work is to be carried out notify the provincial director in writing in a form like Annexure 2 of the CR regulations.

16. Operational Control

For project operations and activities, the contractor shall implement and maintain:

- Operational controls, as applicable to the organization and its activities;
- The organization shall integrate those operational controls into its overall OH&S Management System;
- Controls related to purchased goods, equipment and services;
- Controls related to contractors and other visitors to the workplace;
- Documented procedures, to cover situations where their absence could lead to deviations from the OH&S policy and the objectives;
- Stipulated operating criteria where their absence could lead to deviations from the OH&S policy and objectives.

16.1 Project-Specific SHE Standards

For all site health and participation specific this will serve as a guideline

Project-specific SHE standards, incorporating leading practices, legal requirements, and client requirements will be developed and implemented to manage critical risks on the project.

The contractor must comply fully with the requirements of these standards.

The Safe Work Procedures required of the contractor must be aligned with the requirements of these standards.

16.2 Safe Work Procedures

Procedures to be developed and maintained on site

The contractor must develop, document and implement Safe Work Procedures for all activities involving significant health or safety risk. These procedures must detail the control measures required to effectively manage the health and safety risks associated with the work activities.

Each Safe Work Procedure must be consistent with the Task-Based Risk Assessment completed for the activity.

Every person engaged in an activity for which a Safe Work Procedure has been developed must receive suitable training on the procedure.

Furthermore, the contractor must develop, document, communicate and implement formal procedures, work instructions and / or programmes for the operation, maintenance, inspection and testing of all plant and equipment (including protective systems and devices) brought onto the project site(s).

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16.3 Management Participation and involvement CR 8

16.4 Planned Task Observations

All contractor, management supervisors must perform Planned Task Observations (PTO's) to verify that the control measures that have been identified in Safe Work Procedures (and associated Risk Assessments) are being adhered to and are being properly implemented, and to provide guidance where deviations are noted.

Each supervisor must complete at least one PTO per day involving one or more employees in his work team.

When an unsafe act or condition is identified, the supervisor must coach the work team to correct the act or condition in line with the Safe Work Procedure.

Where valid changes to the work method are identified, the supervisor must ensure that the Safe Work Procedure and Risk Assessment are updated to reflect the current practice.

Project representatives will carry out PTOs on contractor employees on an ad hoc basis. Should deviations from the contractor's Safe Work Procedures be observed, the work may be stopped until these deviations are rectified.

16.5 General Rules of Conduct

All persons are required to conform to the following rules of conduct while on the site.

The following acts are prohibited:

- Engaging in practical jokes, horseplay, scuffling, wrestling, fighting, or gambling;
- Assault, intimidation, or abuse of any person;
- Insubordination towards any supervisor or manager;
- Refusing to carry out a reasonable and lawful instruction concerning health and safety;
- Entry into any restricted area (including barricaded areas), unless authorised to do so by the responsible person;
- Unauthorised use / operation of any equipment or machinery;
- Negligently, carelessly or wilfully causing damage to any property;
- Destroying or tampering with safety devices, signs, or signals;
- The use of water from fire hydrants or hose reels for any purpose other than extinguishing a fire;
- The wilful and unnecessary discharging of fire extinguishers;
- Refusing to give evidence or deliberately making false statements during incident investigations;
- Bringing alcohol, drugs, or any other intoxicating substance onto site;
- Bringing a firearm, ammunition, or any other offensive weapon onto site;
- Bringing animals onto site;
- Running, except in an emergency;
- The use of an iPod (or similar) whilst working on site;
- Sleeping on the job;
- Building fires on site, unless in a suitably constructed barbequing facility; and
- Pouring / pumping / flushing any substance (chemical / hydrocarbon / wastewater) into a storm water drain, onto bare soil, or into any area where the substance is not effectively contained.

Any of the above actions may result in the temporary or permanent removal of the offending person(s) from site, as well as possible prosecution. The decision of the nominated project management representative shall be final and binding in respect of any dispute that may arise from the interpretation of these requirements.

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Transnet will not get involved in contractor disciplinary rules and procedures. The contractor will simply be informed (with reasons) that the offending employee(s) will be denied access to the project site. Once the contractor has been informed, the employee(s) must be removed from the site immediately.

16.6 Site Access

The contractor may not hire any security services for the project site unless authorisation has been obtained in writing from a nominated project management representative.

16.6.1 Access Control

The contractor must comply with all access control, procedures and systems applicable to the project site.

Failure to comply with these requirements will be viewed as a serious safety breach and may result in the permanent removal of the individual(s) / contracting company from site or suspension without payment.

Access will be controlled as follows:

- The access will be strictly controlled and managed
- Contract period access – an access card valid for the full contract period will be issued to an individual once the following requirements have been met:
  - Completion of a pre-employment medical examination;
  - Completion of all required project induction training;
  - Completion of special training / licensing if applicable (e.g. Driving/operating Licence); and
  - Provision of proof of job / trade-specific qualifications, licences, training, Experience and competency (as required).

Note: No access card will be issued unless proof of identification is provided (i.e. an identity document or a valid passport). For foreign labour, an access card will only be issued if a valid work visa is produced.

Note: A driving licence will not be accepted as proof of identification.

16.6.2 Trespassing

The contractor must ensure that no employee (including sub-contractor employees) trespasses on any land lying beyond the boundaries of the project site.

If instructed by a nominated project management representative to do so, the contractor must remove any employee who fails to comply with this requirement from the project.

The contractor's activities must be confined to the specified construction areas, and access to these areas may only be by means of specified routes.

All required barricading (fencing) must be erected and maintained by the contractor.

16.6.3 Visitors

Visitors (including reps and suppliers) must be advised in advance of the mandatory Personal Protective Equipment (PPE) requirements for the site and must arrive with all of this PPE.

Upon arrival, all visitors must report to the Security Office where they must sign in.

All visitors must undergo a visitor induction briefing before entering the site.

A visitor access card will be issued to each visitor on conclusion of the induction briefing.

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Whilst on site, visitors must be accompanied at all times by an appropriately senior employee who has been inducted fully. The visitor(s) must be met at the Security Office, and when the visit is over, must be escorted back to the Security Office.

When leaving the site, each visitor must return his or her visitor access card to the security personnel posted at the entrance / exit. A visitor will not be permitted to leave the site until he or she produces the access card that was issued.

Note: Visitors are not permitted to perform any work on site.

Note: Any request (typically made by a government official) to carry out a site inspection must be referred to the nominated project management representative. The contractor must not arrange any such inspection without prior approval from the nominated project management representative.

16.6.4 Alcohol, Drugs and Other Intoxicating Substances

The contractor must ensure that all personnel under his authority do not at any time enter the site or perform any work whilst under the influence of alcohol, a drug, or any other intoxicating substance.

Selling or possessing drugs, alcoholic beverages or any other intoxicating substance on the site is strictly prohibited.

A drugs and alcohol testing program will be implemented. Persons entering the site will be randomly tested. Any person who tests positive for alcohol or drug consumption will be subject to disciplinary action and shall be permanently removed from the site.

Any person have the opportunity to rather report that he/she is under the influence before accessing the project site – in these case the employee may only be send home for the day by the responsible project manager representative but will then be tested for the following five days (each day) on his return to the project site. If it is found that the same person is frequently reporting that he/she is under the influence before even accessing the project site. It shall be the responsibility of the nominated project management representative to take disciplinary action and remove such a person's form the project site.

Should the actions and / or demeanour of an employee suggest possible narcosis or drunkenness, the employee must be removed from the site. This may be done without testing.

Note: All personnel involved in an incident / accident must immediately be subjected to an alcohol test and a drug test as part of the investigation.

16.6.5 Firearms, Ammunition and Offensive Weapons

Firearms, ammunition, and offensive weapons of any kind are strictly prohibited. No person may enter /shall not be permitted to enter the site carrying any such item.

16.6.6 Vehicles

All vehicles brought onto site must meet the safety requirements stipulated in Section 14.6.

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Each vehicle to be used on site must be inspected and approved by the nominated project management representative before a site access permit will be issued for the vehicle / equipment.
No vehicle shall be permitted to enter the site unless it is duly authorised. Access permits are vehicle-specific and may not be transferred between vehicles.
The contractor must allow any vehicle that is brought onto site (including privately owned vehicles) to be searched at any time while on the premises, or when entering or leaving the premises.
The contractor is solely responsible for the safety and security of all vehicles (including private vehicles) that he brings onto the site.
All road-going vehicles used by the contractor on the site must be roadworthy and registered with the relevant traffic authority.
A vehicle will not be permitted to enter the site in an un-roadworthy condition. Access will be denied if, for example:

- The vehicle has a defective exhaust system;
- A serious oil or fuel leak is evident;
- The vehicle has unsafe bodywork or is carrying an unsafe load;
- The vehicle is fitted with extraneous or non-standard equipment;
- Passengers are not seated properly;
- The vehicle is not fitted with a seat belt for each occupant; or
- The vehicle has any obvious mechanical defect;
- Pre-inspection requirements are not met.

Overloaded vehicles will not be permitted to enter the site.
The driver / operator of any vehicle / mobile equipment must always carry a copy of his appointment with him. Each driver / operator must:

- Comply with all site / project rules and regulations pertaining to traffic and the safe operation of vehicles / mobile equipment;
- Obey all road signs;
- Obey all instructions given by security or emergency services personnel;
- Remain within the boundaries of the site; and
- Ensure that the vehicle that he is operating is never overloaded, and that loads are always properly secured.

In the interest of safety, only the minimum number of vehicles required by the contractor to complete the work under the contract will be permitted to enter the site.
When not in operation, the contractor's vehicles / mobile equipment must be parked within the boundaries of his lay-down area or yard.

Parking is only permitted in designated parking areas.

All cars are parked on site at the owner's risk.
In the event of a vehicle accident on site, the driver(s) must report the incident immediately and must remain at the scene until a nominated project management representative arrives, or until a nominated project management representative authorises him to leave (unless, of course, the driver requires medical attention).

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16.7 Mobile Equipment and Light Vehicles

All Contractors must ensure all applicable legislation concerning mobile equipment and light vehicles are always complied with.

Each contractor must provide evidence to the nominated project management representative that all light vehicles and mobile equipment to be used on the project (including, but not limited to, lift and carry cranes (or Mobi-lifts), mobile cranes, forklifts, mobile elevating work platforms (e.g. Cherry pickers), tractors, dozers, dump trucks, haul trucks, graders, excavators, loaders, back-actors, drill rigs, and road-going cars, light delivery vehicles, and trucks) comply with the requirements of all applicable legislation. This evidence must be provided prior to the equipment being brought onto the project site. The contractor remains responsible for meeting this requirement even if the equipment to be used is leased or provided by a sub-contractor (i.e. not owned directly by the contractor).

An Equipment Profile (dossier) must be compiled for each light vehicle and each item of mobile equipment to be used on the project site.
All mobile equipment and light vehicles (used for work purposes) must be subject to a risk assessment compiled. The assessment must:

- Involve operators and maintenance personnel who will use and work on the equipment; and
- Address all aspects of safe operation including handling, driver vision, brake failure, tyre blow out, and access and egress for operators and maintenance personnel.

Each light vehicle and each item of mobile equipment must be serviced and maintained as prescribed by the manufacturer of the vehicle or equipment.
No major repairs or services may be carried out on site.
No repairs may be carried out by a driver or operator. Only suitably qualified and competent persons may carry out repair work.
An appropriate pre-operation safety check based on a risk assessment must be carried out for each light vehicle or item of mobile equipment driven or operated for work purposes. For each vehicle or equipment type, an approved checklist must be in place (and must be used). The pre-operation check must include, but not be limited to, inspection and / or testing of the following safety critical features:

- Brakes (testing method must be provided);
- Wheels and tyres (including the spare);
- Lights and indicators;
- Steering;
- Seats and seat belts; and
- Windscreen and windows, including windscreen wipers and washers.

Should any critical feature be defective or damaged, the vehicle or equipment may not be operated until it has been fully repaired.

Supervisors must review the completed checklists daily to satisfy themselves that there are no major deficiencies that could place a driver or operator at risk.
No person may drive or operate any light vehicle or item of mobile equipment without authorisation.
All drivers and operators must be appointed in writing by the contractor's Project Manager.

No driver or operator may be appointed without proof that the individual has been trained, tested and found competent, or is currently licensed.

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The appointment letter must specify the type of vehicle or equipment for which authorisation is being given and must clearly confirm that the driver or operator:

- Is 18 (eighteen) years of age or older;
- Has undergone a medical examination and has been declared fit for work by an occupational medical practitioner; and
- Has received suitable training and has been found competent or is in possession of a valid driving licence issued by a state, provincial or civil authority that is applicable to the class of vehicle or equipment that is to be driven or operated.

The principal accountability for preventing accidents and incidents lies with the driver or operator of a light vehicle or item of mobile equipment, as he is in full control of any given situation at any given time. It must be stressed to each driver and each operator that safety is his prime responsibility – this must be clearly instructed and understood.

Drivers and operators must be empowered to stop driving or operating immediately should an unsafe condition arise and refuse to drive or operate any light vehicle or item of mobile equipment that is defective and / or has any inoperative safety features. Similarly, a supervisor must never force a driver or operator to drive or operate a defective vehicle or item of equipment.

If a driver or operator does not adhere to the site rules and regulations, his appointment must be withdrawn, and he must not be permitted to continue with his duties. If necessary, site access will be denied (either temporarily or permanently) to any driver or operator who is deemed to not be adhering to site requirements.

No person may drive or operate a light vehicle or item of mobile equipment if he suffers from a medical condition that places both him and those around him at risk of injury.
A fit-for-work policy must be in place, incorporating clearly defined maximum levels of drugs (including prescribed medication) and alcohol permitted in the system of a driver or operator.
Daily alcohol testing and random drug testing must be carried out.

Supervisors must regularly check on the physical condition of drivers and operators during a shift.
A system must be in place to manage driver fatigue.
No eating or drinking is permitted while driving or operating a light vehicle or item of mobile equipment.
A mobile phone, whether hands-free or not, may only be used by the driver or operator of a light vehicle or item of mobile equipment when the vehicle or equipment is stationary and in a safe location.
Behaviour-based observations and coaching must include the operation of light vehicles and mobile equipment.

A site-specific traffic management plan must be compiled and submitted to the nominated project management representative for approval. The plan must include, but not be limited to, the following:

- Segregation of pedestrians, light vehicles, and mobile equipment where possible (using barriers where feasible);

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- Systems to control the movement of mobile equipment in areas accessible to pedestrians, the movement of mobile equipment into and out of workshops, and pedestrian and light vehicle movement around mobile equipment;
- Setting of appropriate speed limits for vehicle types, road surfaces and environmental conditions;
- Installation and maintenance of road traffic control signs;
- Right-of-way rules (including overtaking restrictions);
- Overtaking protocols;
- Clear communication protocols for interactions between all vehicles and equipment;
- Procedures for light vehicles and / or mobile equipment entering hazardous or restricted areas;
- Standards for safe following distances based on operational circumstances, environmental conditions and near sight (blind spot) limitations of mobile equipment;
- The minimum safe distance to be maintained between light vehicles and mobile equipment (i.e. 50 metres unless positive contact is made);
- Designated parking areas for mobile equipment and light vehicles, including parking associated with maintenance areas;
- Parking procedures (e.g. Safe parking distances, safe parking locations, requirements for reverse parking, etc.);
- Systems to control approaching, refuelling, parking, boarding and disembarking mobile equipment (a driver or operator must exit the cabin and must disembark the vehicle or equipment entirely when his direct involvement with maintenance or servicing is not required);
- Guidelines for abnormal road conditions (e.g. Heavy rain, fog, or high winds) providing "go / no go" criteria and contact details for the person(s) responsible for making the "go / no go" decisions;
- Truck loading and unloading procedures to avoid material or objects falling from the vehicle;
- Guidelines for wide or abnormal loads including offsite transport; and
- Systems to control mobile equipment use in the vicinity of overhead power lines.

The design and layout of the road system (including entrance and exit points, intersections and other potential points of interaction between pedestrians, light vehicles and mobile equipment) must be reviewed periodically.

A risk assessment must be carried out prior to any changes being made to traffic movements or road systems.

Designated walkways (both indoors and outdoors) must be provided for pedestrians, and pedestrians must make use of these walkways. Good lighting must be provided along all walkways, particularly at road junctions. Wherever possible, rigid barricading must be used to separate pedestrians from moving light vehicles and / or mobile equipment.

No pedestrians are permitted on haul roads (or as far as this can reasonably be achieved in situations where a haul road runs through an area occupied by a local community). All personnel must be transported to site and must be dropped off at a designated area. Controls must be in place to ensure the safety of people working on roads, including those working on broken-down vehicles.

High visibility clothing must be always worn by all persons whilst on the project site.

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Speed limits and traffic rules must be reviewed regularly and must be rigorously enforced. Local traffic rules must be always complied with.

Pedestrians and cyclists must give way to light vehicles and / or mobile equipment except at pedestrian crossings.

All light vehicles and mobile equipment must give way to emergency vehicles.
Pedestrians and light vehicle drivers must be made aware of the blind spots associated with mobile equipment.

The driver or operator of a light vehicle or item of mobile equipment must stop the vehicle or equipment and sound the horn before proceeding at blind corners, where his view of the path or intended path is obstructed, and when entering or leaving a building.
Whenever a light vehicle or item of mobile equipment is stopped or parked, the handbrake (if applicable) must be applied.

Measures (such as chocking or the use of ditches or trenches) must be in place for the immobilisation of parked mobile equipment.
A parked light vehicle must be chocked in situations where the vehicle would roll forwards or backwards if placed in neutral with the handbrake disengaged.

No light vehicle or item of mobile equipment may be left unattended with the engine running or with a key in the ignition.
No light vehicle or item of mobile equipment may be parked to cause an obstruction to any roadway, passage or access way.

No light vehicle or item of mobile equipment may be parked within 50 metres of a loading or off-loading point.

Light vehicles and mobile equipment must be loaded safely. All loads must be secure and must be within the load limit of the vehicle or equipment. A load must be properly secured before the vehicle, or equipment is set in motion. Adequate precautions must be taken for any overhanging load.
No unauthorised light vehicle or item of mobile equipment may enter a restricted area or building.

16.7.1 Light Vehicles

All Contractors must ensure that Light vehicles have the following minimum safety features:

- Fixed seats and suitable seats (safety) belts for all occupants (i.e. Driver and all passengers);
- Roll-over protection for all vehicles intended to be driven on dirt or steep roads;
- Cargo barriers and load restraints for all vehicles designed for carrying loads (other than passengers), or that are unable to have cargo separated from the occupant-carrying space of the vehicle; and
- An air bag on the driver's side, and where available as a manufacturer fitted item, a passenger's air bag;
- A Reverse Alarm.

All Contractors must ensure that Light vehicles that interact with mobile equipment are equipped or fitted with:

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- Systems that enable positive communication with the equipment operators (e.g. A two-way radio);
- A high visibility flag (e.g. A whip flag or buggy whip);
- An amber flashing light (revolving or strobe);
- Reflective taping; and
- High visibility signage (i.e. Vehicle call numbers) facilitating easy and positive identification from a reasonable distance.

Note: Call number signs and reflective tape (magnetic or adhesive) must be applied to the front, back and sides of each vehicle.

All Contractors must ensure that Light vehicles carry:
- Emergency roadside triangles or beacons (three of either);
- Chock blocks for preventing uncontrolled movement of the vehicle when parked;
- A flashlight;
- A fire extinguisher (2.5kg DCP);
- A first aid kit; and
- Survival or emergency equipment (e.g. a vehicle recovery kit) suitable for the operating environment.

A change management process must accompany all vehicle modifications, including the attachment of any equipment. Examples of changes or modifications include, but are not limited to, any change or modification:
- Made to the overall structure or design of the vehicle body;
- Made to the original manufacturer-fitted type of tyres or wheels;
- Made to the suspension system of the vehicle;
- Made to the mechanical system of the vehicle;
- That may adversely alter the centre of gravity of the vehicle;
- That alters the load carrying capacity of the vehicle; and
- That may affect the ability of the vehicle to withstand a crash (e.g. the fitment of a "bull bar").

Vehicle selection must be based on a risk assessment where consideration is given to the tasks, the application, the environment, roll-over protection and the rating of sturdiness in the event of a crash.

All Contractors must have a formal inspection and preventative maintenance system in place to ensure that vehicles are always maintained in a safe and roadworthy condition and, as a minimum, are serviced in line with the vehicle manufacturer's service schedule.

Should any safety critical feature be defective or damaged, the vehicle must be withdrawn from service until it has been fully repaired. Inspection and maintenance must be undertaken on critical features such as:
- Wheels and tyres (including the spare);
- Steering, suspension and braking systems;
- Seats and seat belts;
- Lights, indicators and reflectors;
- Windscreen and windows, including windscreen wipers and washers;
- The vehicle structure itself; and
- Other safety-related items on the vehicle body, chassis or engine, including instrumentation.

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Persons may only be transported in vehicles equipped with manufacturer fitted or approved seats and seat belts.
Seat belts must be always worn by all occupants of a light vehicle (i.e. the driver and all passengers).

Only the driver and one passenger are permitted in the cab (front) of a light delivery vehicle.
No personnel may be transported in the load-bin of a light delivery vehicle, even if the vehicle is fitted with a canopy. Only tools and equipment may be transported in the load-bin. Furthermore, no persons may be transported in a trailer behind a vehicle.

A pre-operation vehicle safety check and familiarisation system must be in place and must be used by the driver. An approved checklist must be used. All vehicle faults that are recorded must be attended to immediately.

All Contractors must have systems in place to ensure that risks associated with vehicle journeys are managed and controlled. The systems must include, but not be limited to:

- Formulation of journey management plans prior to the commencement of new or changed travel activities;
- Identification and monitoring of the risks associated with the various routes, intersections, etc. In order to minimise the overall exposure;
- Assessment and communication of changed environmental and road conditions at the time of travel;
- Outlining of actions required in the event of an emergency (e.g. Collision or breakdown); and
- Provision to manage driver fatigue.

Light vehicle running lights (low-beam headlights) must be always switched on when the vehicle is in operation.

All Contractors must have a system is in place to ensure that drivers receive adequate training to ensure that the vehicle intended to be operated or driven can be operated or driven safely. As a minimum, training must include:

- Behaviour-based defensive driving principles;
- Vehicle familiarisation, taking into account the handling dynamics of the vehicle, maximum number of passengers, load limits and various features;
- Loading and restraining principles where the vehicle to be operated is designed for carrying cargo loads;
- Education and awareness concerning driving and travel risks that may be encountered within the environment where the vehicle may be operated or driven, and the requirements pertaining to traffic rules and speed limits;
- Securing (locking) equipment to prevent unauthorised use;
- Emergency crash and breakdown procedures; and
- Basic mechanical principles, including how to change a tyre and perform an adequate pre-operation check.

A system must be in place to ensure that persons operating any equipment associated with a light vehicle (e.g. Vehicle-mounted cranes and winches) are suitably trained and competent.

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16.7.2 Mobile Equipment

All Contractors must ensure that Mobile equipment have the following minimum safety specifications:

- Fixed seats and seat belts for all occupants;
- Adequate lighting, including headlights, tail, turn and brake lights, and an amber flashing light (revolving or strobe);
- An identified isolation and lockout point;
- Adequate walkways, railings, steps and grab handle combinations, and boarding facilities including an alternative path of disembarking in the event of an emergency;
- Collision-avoidance technology and / or procedures;
- A reversing alarm or warning device;
- Chock blocks for preventing uncontrolled movement of rubber-tyred equipment when parked;
- A horn;
- Effective windscreen wipers;
- Effective guarding on accessible moving parts;
- A speedometer (if the mobile equipment is capable of exceeding the lowest applicable speed limit);
- High visibility signage (i.e. Mobile equipment call numbers) facilitating easy and positive identification from a reasonable distance; and
- A security system to prevent unauthorised operation.

Mobile equipment must have the following minimum safety specifications, unless a risk assessment stipulates otherwise:

- Approved or certified roll-over protection;
- Fail-to-safe brakes;
- A fire detection and suppression system capable of being activated from both ground level and cabin level (for certain types of mobile equipment, a suitably sized fire extinguisher may be adequate);
- A non-handheld two-way radio or another form of communication;
- Falling object protection (a protective structure over the operator cabin);
- An enclosed and tight-sealing air-conditioned cabin with suitable protective glass; and
- A means of moving supplies and personal items into and out of the operator cabin that enables an operator to continuously maintain three points of contact while boarding and disembarking the equipment (e.g. A backpack or shoulder strap bag).

When purchasing or hiring equipment, the ergonomics of the cabin must be considered, specifically regarding the seating, operator controls and retrofitted devices.

Fleet and control consistency must be considered to minimise the possibility of operator error when changing machines.

For all new (to site) and modified mobile equipment, a formal risk-based selection and acceptance process must be followed prior to the equipment being used on site.
Selection of equipment, and any modification, must be subject to a rigorous change management process.

An inspection and maintenance programme must be in place for all mobile equipment.
A procedure and checklist system, including a brake functionality test, must be in place for pre-operation inspection by the operator. Registers must be maintained, audited and kept on the machine.

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Procedures must be in place to ensure that mobile equipment is only operated on sufficiently stable surfaces and on gradients that are within the limits of safe operation.

Seat belts must be used in all cases, by all occupants. Apart from the driver or operator, only an appointed flagman may be transported in mobile equipment (except for buses) and **only if** the equipment is fitted with a passenger seat. No passengers are permitted on a lift and carry crane (or Mobi-lift), mobile crane, forklift, mobile elevating work platform (e.g. A cherry picker), tractor, dozer, dump truck, grader, excavator, loader, back-actor, drill rig, or similar.

Risk assessments must be carried out as part of the planning process for mobile equipment operations and associated activities, and must consider the following:

- Maintenance activities;
- Risks associated with loading, unloading, towing and recovering mobile equipment; and
- The risk of fire.

Procedures must be in place for the safe isolation and lockout of mobile equipment.

Where two or more items of mobile equipment must be operated in proximity to each other, or where an item of mobile equipment must be operated in proximity to persons on foot, a risk assessment involving all persons who will be working in the area must be conducted prior to the work commencing. The risk assessment must be approved by the nominated project management representative. In such a work area:

- No item of mobile equipment may be driven to within 5 metres of another item of mobile equipment without the operator first making eye contact with, and signalling his intentions to, the other operator who must acknowledge that he understands and that it is safe to proceed.
- No person on foot may work or be positioned within 5 metres of an item of mobile equipment that is in operation. Before approaching mobile equipment on foot, a person must make eye contact with, and clearly signal his intentions to, the operator of the equipment. The operator must cease to operate the equipment and must indicate that he understands and that it is safe to approach.

In certain circumstances (determined through risk assessment), mobile equipment may only move and operate with dedicated flagmen in place:

- Where flagmen are used, it must be ensured that the flagmen, mobile equipment operators, and all other personnel working in the vicinity of the mobile equipment, receive suitable training regarding signals and signalling to ensure effective communication. The training must be formal and recorded, and competency must be tested.
- A flagman and the mobile equipment operator that he is directing must maintain eye contact. The flagman must never position health and safety where the equipment operator cannot see him.
- Should a mobile equipment operator lose sight of his flagman, he must stop his activities immediately until contact has been re-established.

A tyre management system must be in place to address issues including fire, heating, explosion, electrical contact, separations, maintenance, tyre changes, etc.

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Site-specific induction must be carried out prior to a mobile equipment operator starting work on site. Area-specific induction must be carried out prior to an operator starting work in a new area on site.

Operators must report conditions and practices that do not conform to procedure.

16.7.3 Training and Licensing

No person may drive a light vehicle or operate an item of mobile equipment unless he has been trained, tested and found competent, or is currently licensed to drive or operate that specific vehicle or item of equipment.
The training must address hazards and risks assessed for:

- That vehicle; and
- The tasks for which it is to be used.
- No person may be appointed to drive a light vehicle or operate an item of mobile equipment unless he is in possession of a valid medical certificate of fitness (issued by an occupational medical practitioner).

Each person required to drive a light vehicle or operate an item of mobile equipment on the project site must have a project-specific site licence or appointment to drive or operate that vehicle or item of equipment.

A system must be in place to ensure that the renewal of licences is based on an assessment of competency to drive and / or operate the vehicle or equipment. The frequency of assessment must either be annual or derived from a risk assessment for each vehicle or equipment type.
No training of drivers or operators may be carried out on site unless authorised by a nominated project management representative.

Each person working on or visiting the project site must receive appropriate project-specific induction training concerning road safety and site vehicle hazards.
Driver must be in position of valid certificate, licence and trained by an accredited service provider.

16.7.4 Tyre and Rim Safety

These requirements apply to tyres and health and safety with a rim diameter of 60cm (24 inches) or greater.
A Tyre Management Plan must be established and reviewed every twelve months.
Safe Work Procedures must be in place for all tyre maintenance and servicing activities and for tyre fire emergency response.

All persons who will be carrying out tyre maintenance and servicing work and / or responding (potentially) to tyre fire emergencies on site must be certified against the requirements of job-specific competency standards for the project, which must address job-specific Safe Work Procedures.
No person may approach a light vehicle or item of mobile equipment within 24 hours of:

- The vehicle or equipment being struck by lightning;
- The vehicle or equipment contacting high voltage electricity; or
- A tyre fire.

In the event of a tyre fire, an exclusion zone of 300 metres must be established and may only be accessed by emergency services personnel who are shielded while fighting the fire.

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Restricted Work Zones must be established for tyre installation, removal and handling processes.
All tyre and rim handling equipment must have fall back prevention in place prior to anyone entering the Restricted Work Zone.

Tyres with split health and safety must be deflated to zero and other tyres to a nominal pressure no greater than 5psi prior to removal of any retaining devices. In a dual assembly both tyres must be deflated.

Tyre inflation is subject to the following requirements:

- All tyre inflation must be carried out remotely;
- Where the risk of ejection of components exists, barricading must be in place;
- A tyre must not be left unattended during inflation; and
- Tyres that have run at less than 80% cold inflation pressure must not be re-inflated. Both tyres in a dual assembly must be dismounted and inspected.

No hot work (e.g. Welding or cutting) may be carried out on a rim (wheel) while the rim is fitted with a tyre – whether inflated or deflated.
A periodic testing and / or inspection regime must be in place for tyres, health and safety (wheels), and assemblies.

All tyres and health and safety (wheels) must be made unserviceable when deemed unfit for service or before being sent off site for disposal.
A tracking system must be in place to track the lifecycle of tyres and health and safety (wheels).

16.7.5 Roads

Design, inspection and maintenance requirements must be in place for all roadways.
Every haul road must have two dedicated and clearly demarcated lanes so that vehicles travelling in opposite directions are safely separated (lane demarcation is not applicable to dirt roads).
Systems (such as safety berms) must be in place along roadways and around excavations, dump areas, etc. To prevent vehicles from leaving a roadway or entering a dangerous area.

A storm water management plan must be in place for the site and for all roads. Extreme wet weather must be considered. Contractors must ensure that all roads are equipped with drainage system.

Roads with high risks activities and traffic interface shall be controlled by trained flagman
A dust control plan must be in place for the site and for all roads. Where required, contractors must ensure that roads are wetted (using a water cart) at regular intervals and whenever instructed by a nominated project management representative. The over-watering of roads must be prevented.

No road may be closed without permission from a nominated project management representative.
Any large rocks in a roadway must be removed immediately. Any spillage in a roadway must be cleaned up immediately.

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Ground pollution (e.g. Oil, diesel or hydraulic fluid spillages) must not, and will not, be tolerated. If substances are spilled on a road or any other portion of the site, the contaminated ground must be dug out and the resulting hole backfilled with clean material which must be suitably compacted. The contaminated soil must be disposed of as required by the applicable legislation.

16.8 Signs and Notices

The contractor must ensure that all required safety signs and notices are prominently displayed in accordance with the applicable legislation and good safety practice.
Signs and notices must be in English as well as any other language(s) commonly spoken on the project site.

All symbolic signs must comply with the applicable national standards.
No person may deface or damage any safety sign or notice. No person may remove or alter any safety sign or notice unless authorised to do so.

16.9 Machinery

The contractor must ensure that all plant and equipment brought onto the site is:

- Appropriate for the type of work to be performed
- Approved, inspected, tested, numbered and tagged (if appropriate) before being brought onto site
- Properly maintained in accordance with the manufacturer's recommendations; and
- Placed on a register and checked at least once per month or as required by the applicable legislation.

The contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good working order.
Should any plant or equipment become inoperable for a period that is having or will have a significant impact on the work schedule, the contractor must, on instruction from the nominated project management representative, remove the out of service plant or equipment and replace it with similar fully operational plant or equipment at no additional cost.

No item of plant or equipment delivered to site for use on the contract may be removed from the site prior to the completion of the contract without approval in writing from the nominated project management representative.

Items of plant or equipment brought onto site by the contractor, or his sub-contractors may be inspected by a nominated project management representative. Should the nominated project management representative determine that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, the contractor must, on instruction from the nominated project management representative, immediately remove the item from the site and replace it with a safe and adequate substitute. In such a case, the contractor or his sub-contractor shall not be entitled to additional payments or deadline extensions in respect of any delay caused.

16.10 Barricading

All applicable legislation concerning barricading must be always complied with.

Each contractor required to erect barricading on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard.

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Barricading must be erected to:

- Prevent persons from making contact with an identified hazard;
- Provide warning of the existence of a hazard;
- Prevent unauthorised access (by people, vehicles and mobile equipment) into an area where a hazard exists or where a hazardous activity is being carried out;
- Define the boundaries of a hazardous location and / or restricted area; and
- Allow a work team to perform hazardous tasks without persons unfamiliar with the hazard(s) accessing the area.

Although not limited to these situations, barricading must be erected or installed:

- Around excavations (trenches, pits, etc.) (refer to the Excavation Standard);
- To protect openings and edges (to prevent persons from falling, all openings and edges associated with floors, stairs, and the open sides of buildings and structures during the course of construction must be protected by sturdy, rigid barriers capable of withstanding a force of at least 110 kilograms applied in any direction at any point) (refer to the Working at Heights Standard);
- To prevent access into areas where overhead work is in progress;
- To route vehicles safety through (or around) construction areas; and
- To protect members of the public who may be in the vicinity of a work or construction site (by preventing access).

In all cases, the erection of barricading must be a temporary measure. It must only remain in place until the hazard is eliminated, or the potentially dangerous situation is rectified.

A barricade must present a sturdy physical barrier to entering an area. Therefore, plastic cones, post and chain systems, "danger tape" and "snow netting" will not be accepted as barricading and may only be used for the purposes of low-risk demarcation.

For example, snow netting may be used for the demarcation of lay down areas.

Acceptable forms of barricading include:

- Hoarding panels (no less than one metre in height) that can be securely fastened together to form a fence line may be used. Hoarding panels may be constructed from a variety of materials (e.g. wooden board, steel sheeting, wire mesh on a steel frame, etc.)
- Wire mesh fencing (no less than one metre in height with sturdy posts spaced at intervals of no more than 3 metres) may be used in certain circumstances, e.g. Around excavations.
- Sturdy, rigid, and securely fixed (i.e. bolted, welded, clamped, etc.) Metal guard rails may be used, particularly for protecting openings, holes and edges associated with floors, platforms, walkways, etc. The top rail must be positioned at a height of one metre above the working surface, and a mid-rail must be provided.
- Concrete Jersey barriers must be used for the routing of traffic and when work is being conducted in or alongside a roadway.

Regardless of the type of barricade used, the following requirements must be met:

- The installation, alteration and removal of barricades must be supervised by a competent person;
- The barricading must be uniformly and intelligently configured;
- The barricading must be stable, conspicuous and effective;
- The barricading must completely surround the work or hazardous area;

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- General access requirements around the work or hazardous area (such as pedestrian walkways, operational access, or general thoroughfares) must be taken into consideration when erecting a barricade;
- The extent of the area that is barricaded must be kept to a minimum so as not to unnecessarily restrict access to other areas. If access routes to other areas are blocked by the barricade, alternative routes must be identified and signposted
- All barricaded areas must have properly designated points of entry and exit for persons and / or vehicles. Each pedestrian access point must be fitted with a self-closing gate. A sign indicating, "DESIGNATED ACCESS POINT – AUTHORISED PERSONNEL ONLY", must be fitted to each gate;
- Additional signage providing warning of specific hazards (e.g. falling objects, electricity, etc.) Including, "NO UNAUTHORISED ENTRY", must be attached to all gates and, where required, to the barricading itself. The signage must be visible from all angles and must be large enough to be read from a distance of 10 metres;
- Barricading must always be clearly visible (day and night). If necessary, flashing warning lights must be used;
- Tags must be attached to the barricading displaying the name and cell phone number of the person responsible for the barricade, and specifying the reason for the barricading and the date on which it is scheduled to be removed;
- Should a person require access to a barricaded area, authorisation must be obtained from the person responsible for the erection of the barricade. The hazards that are present and the Personal Protective Equipment that must be worn within the barricaded area must be communicated to the person seeking access;
- Each barricade must be listed in a register, and each must be inspected daily to ensure that it is still intact and that its positioning is still effective;
- All barricades must be properly maintained and repaired as required;
- When the work has been completed and the hazard has been eliminated, all barricading must be removed without delay. A barricade may not be left in place if no hazard exists;
- Before a barricade is removed (allowing general access), the area must be inspected by the person responsible for the work that was carried out, to ensure that the area is once again safe. If applicable, the person accepting the area back for general use shall do so on completion of his own safety inspection;
- Authorisation to remove (or modify) a barricade may only be granted by the person responsible for the erection of the barricade.

16.11 Excavations

All applicable legislation concerning excavation work must be always complied with.

Each contractor carrying out excavation work on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard.
All excavation work must be properly planned. Site-specific conditions and hazards must be considered, including traffic, overhead and buried utilities, proximity to nearby structures, soil properties, presence of surface and / or ground water, position of the water table, and weather conditions.

Excavation work may only be carried out under the personal supervision of a competent Excavation Supervisor who has been appointed in writing.

Before any excavation work is carried out, a Permit to Work authorising the activities must be obtained.

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Similarly, no person may enter an excavation unless a Permit to Work has been issued providing authorisation for specific tasks to be carried out within the excavation.

Before issuing a Permit to Work for excavation works, the Authorised Person (i.e. Permit issuer) must verify that:

- A detailed Risk Assessment has been conducted for the work to be performed;
- A Safe Work Procedure is in place; and
- No buried services are present in the area where the excavation works are to be carried out.

As a minimum, the Risk Assessment must consider hazards and risks associated with:

- A person being trapped or buried as a result of an excavation collapsing;
- A person being struck by an object falling into an excavation;
- A person falling into an excavation;
- A person being exposed to a hazardous atmosphere within an excavation (i.e. An oxygen deficiency, explosive or flammable gases, and / or harmful concentrations of a contaminant);
- Contact with belowground services; and
- Mobile equipment and / or light vehicle movement in proximity to an excavation.

On a plan (drawing) of the work area, the contractor must accurately indicate the position and dimensions of each intended excavation for it to be determined whether or not buried services would (or may) be encountered, such as electrical cabling, communications cabling, gas, fuel, potable water, fire water, effluent, sewage, or storm water pipelines.

In addition to a desk top review of existing drawings, a field survey must be carried out to verify the presence or absence of buried services. The positioning of all known belowground services must be accurately demarcated in the field before any excavation work commences.
Should there be any uncertainty, a pipe or cable locator must be used to determine if buried services are present, and if so, the positioning of the services.

If buried services are identified (or are suspected to be present) then the excavation plan must be altered if necessary to avoid these services. If the excavation plan cannot be altered, then safe work methods (e.g. careful excavation by hand) must be specified and measures (e.g. Isolation and lockout of the service) must be put in place to minimise risk to personnel and prevent damage to the service(s).

Machinery may not be used to excavate material lying within one metre of any belowground service (i.e. Cable or pipe).

Excavation work that is carried out must be limited to what is described in the Permit to Work. All controls, precautions and restrictions identified in the Permit to Work (and Risk Assessment) must be strictly observed and fully implemented. The Excavation Supervisor must discuss these controls, precautions and restrictions with all persons who will be carrying out the work.
All excavation work must be carried out by persons who have been trained and are competent to perform the work.

All personnel working in or near any excavation must wear high visibility protective clothing.

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Unexpected structures (e.g. Tanks, brick work, concrete work, etc.) Or services (e.g. Cables, pipelines, etc.) As well as unusual conditions (e.g. inconsistent materials, voids, etc.) That are encountered during excavation work must be reported immediately. All work must cease until the nominated project management representative provides authorisation to continue.

If an excavation is more than 1.2 metres deep and people must enter it, then the sides of the excavation must be suitably battered, benched, or shored, unless a registered professional geo-technical engineer confirms in writing that there is no risk of the excavation collapsing (i.e. That the sides of the excavation are stable without battering, benching or shoring).

If the sides of an excavation are battered (sloped), then this must be done at an angle that is suitable for the given soil conditions (to be determined by a registered professional geo-technical engineer).

When it is not possible to batter (or bench) the sides of an excavation to a safe angle, then the sides of the excavation must be suitably shored. Shoring may only be installed, altered or removed under the personal supervision of a competent person using a predetermined safe method. Only approved shoring systems and equipment may be used. Shoring requirements must always be determined and designed by a competent person for the specific conditions encountered at the excavation site.

All material removed from an excavation (spoil) must be placed no closer than three times the depth of the excavation away from the edges of the excavation.

The profile of this spoil must be flattened out to prevent the material from being washed back into the excavation by rainwater.
Scaling must be carried out on the sides of all excavations to remove loose material.
Protective shields or barriers must be erected (when required) between the sides of an excavation and the work area to protect employees from falling, rolling or slumping rock, soil, or materials.

Persons may not work on the faces (sides) of battered (sloped) or benched excavations at levels above other persons.

Tools, equipment and materials may not be placed within two metres of the edges of an excavation. Alternatively, a suitable retaining device may be used to prevent tools, equipment and materials from falling, rolling or sliding into an excavation.
No vehicle or item of mobile equipment is permitted near an edge of an excavation.
Mobile equipment may not operate in or near an excavation whilst persons are working within the excavation.

To ensure that adjacent structures (such as buildings, walls, or sidewalks) remain stable during excavation work, support systems such as shoring, bracing, or underpinning must be provided if required. Excavation below or near the base or footing of any foundation or retaining wall is prohibited unless:

- A support system (designed by a registered professional geo-technical or Structural engineer) is provided, such as underpinning; or
- A registered professional geo-technical engineer determines that the structure is far enough away from the excavation that no hazard exists.

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To prevent persons and / or mobile equipment from accidentally falling into an excavation and to prevent unauthorised entry into an excavation, rigid barricading must be erected around every excavation that is deeper than 500mm. Warning signage must be prominently displayed and, if necessary, flashing warning lights must be used at night.

The barricading must remain in place for as long as the hazard (i.e. the excavation) exists. Sections of barricading around an excavation may only be removed (and then only temporarily) to enable excavation work to continue (refer to the Barricading Standard).

For each excavation more than 1.2 metres deep, safe means of access and egress (e.g. Ladders, steps or ramps) must be provided for persons working in the excavation. Safe entry and exit points must be located every 15 metres along the side(s) of an excavation (i.e. an exit point must not be more than 7.5 metres away from any person working in the excavation).

If a hazardous atmosphere exists within any excavation (i.e. an oxygen deficiency, the presence of explosive or flammable gases, and / or harmful concentrations of a contaminant) or if there is a possibility that a hazardous atmosphere may develop, then the excavation must be declared a confined space. Furthermore, an excavation must be considered a confined space if any risk of entrapment or engulfment exists. If an excavation is declared a confined space, then all precautions and requirements pertaining to confined spaces must be implemented and complied with (refer to the Confined Spaces Standard).

Internal combustion engines may not be used in or near the edge of an excavation unless the exhaust emissions are ducted away, or suitable mechanical (forced air) ventilation is used to maintain a safe atmosphere within the excavation.
Any water and / or sludge present within an excavation must be removed completely before any work commences in the excavation.

Using ditches, dykes, sumps and pumps, or other suitable means, surface water must be prevented from entering an excavation and areas lying adjacent to an excavation must be adequately drained.
If equipment is used to prevent water from entering an excavation or to prevent water accumulation within an excavation, then the equipment must be monitored by a competent person to ensure that it remains operational and effective.

Suitable lighting must be provided in and around any excavation in which work must be carried out at night.
A high standard of housekeeping must be maintained in and around all excavations.
Tools that are not in use, and materials that are no longer required, must be removed from an excavation to prevent these items from causing injury or being lost (buried).
A register of all excavations must be compiled and maintained.

A competent person (i.e. an appointed Excavation Supervisor) must inspect each excavation as well as the areas around it:

- At the start of each day (or shift) before work commences within the excavation;
- After any alteration is made to the excavation or shoring;
- After rainfall;
- After any blasting activity carried out in the vicinity of the excavation; and
- After any event that may have affected the strength or stability of the excavation or the shoring.

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An excavation must be inspected for collapses, signs of instability, failures or signs of overloading of protective systems and equipment, hazardous atmospheres, water accumulation, and any other hazardous condition that may arise.

The sides of an excavation as well as the surface of the ground around the excavation must be carefully inspected for signs of instability including fissures (cracks), slumping, and bulging. Shoring must be carefully inspected for signs of overloading (e.g. Distortion).

If a hazardous condition is identified, no person may enter the excavation until suitable corrective actions have been taken and / or suitable controls have been put in place to either eliminate the hazard or reduce the risks to acceptable levels.

A record of each inspection (including date, time, findings, and signature of the Excavation Supervisor who carried out the inspection) must be captured in the excavations register. Each inspection record must include a declaration as to whether the excavation is safe to work in or not.
All excavations must be monitored closely throughout each workday (or shift) by the Excavation Supervisor.

If an excavation has been declared a confined space, a safety observer (who will be able to initiate emergency response procedures if required and identify the location of any trapped or buried persons in the event of a collapse) must be stationed at ground level outside of the excavation whenever work is being carried out in the excavation.

If a hazardous condition is identified while work is being carried out in an excavation, then all persons in the excavation must be evacuated to safety without delay.
Under no circumstances may a person work alone in an excavation that is more than 1.2 metres deep without at least one other person being present in the immediate vicinity of where the work is being carried out.

Excavations must be backfilled as soon as possible, and the material used (usually the original material) must be properly compacted.

Where belowground services are present, the material used to backfill an excavation must be such that the services will not be damaged.
A layer of a material that is dissimilar to the general backfill material must be placed immediately above any buried service.

An excavated area must be restored to its original condition if possible.

Use of Explosives

All excavation work must be carried out without the use of explosives.
Explosives may not be brought onto the site or be used without written authorisation from the nominated project management representative.

If blasting operations are unavoidable, the contractor must:

- Provide a justification and obtain approval from the nominated project management representative;
- Strictly observe the provisions of all applicable legislation; and
- Carry out a detailed risk assessment covering the transportation, handling, storage and use of the explosives.

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No explosives or detonators may be stored on site.
Detonators and other explosives must never be carried in the same box.

16.12 Cranes and Lifting Equipment

All applicable legislation concerning cranes and lifting equipment must be always complied with.
Each contractor carrying out lifting operations on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard.

16.12.1 Design, Manufacturing and Safety Features

Before any crane or hoist is operated on the project premises (i.e. New to site), it must be formally accepted (authorised) by the nominated project management representative. The acceptance process must be based on an inspection and risk assessment and must take the cranes or hoist's safety features and cabin ergonomics (if applicable) into account. The same process must be followed before any crane or hoist is returned to service following any modification or repair.

Note: An Equipment Profile (dossier) must be compiled for each crane.

As a minimum, the design and manufacturing of each crane or hoist used on the project premises must comply with the requirements of the relevant ISO standard. In countries where the requirements of a national standard are more stringent than the requirements of the relevant ISO standard, the national standard must apply.
The Safe Working Load (SWL) must be clearly indicated on each crane, hoist, and item of lifting equipment.

If the safe working load (rated capacity) of a crane varies with the conditions of use (i.e. varies with the angle of the boom and the boom length) then the manufacturer's load chart(s) indicating the crane's rated capacity at various boom lengths and angles must be available in the crane cabin. If the crane has a single load chart, it must be displayed in a position visible to the crane operator. If the crane has numerous load charts, they must be easily accessible to the operator.

For each crane or hoist, the manufacturer's operating manual must be available to the operator.
The load chart(s) and operating manual for a crane or hoist must be in a language understood by the operator.

All lifting hooks must be fitted with a safety latch to prevent the load from accidentally detaching.
Each crane or hoist must be fitted with a load cell (with the mass of the load displayed in the visual range of the operator) and a load limiting device to prevent the crane or hoist from being operated outside of its safe working limits.

Where practicable, each crane must be equipped with an upper hoist limit switch (or anti two-block device) to prevent the hook block from colliding with the drum, and a lower hoist limit switch to prevent the rope on the drum from unwinding completely. These systems must provide both a visual and an audible alarm to the operator.

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Under no circumstances may any limit switch or warning device be bypassed, disconnected, or adjusted to lift a load higher (or to lower a load lower) than the respective switches allow. Limit switches MAY NOT be adjusted to stop the hoist at a particular height under normal operating conditions – these are safety devices, and as such, should not be used as operating tools.

Under no circumstances may a load limiting device be bypassed or disconnected to lift a load that exceeds the rated capacity of the crane. Load limiting devices MAY NOT be used to "measure" or "test" the mass of a load – these are safety devices, and as such, should not be used as operating tools.

Each overhead travelling crane (including cranes operated using a manual chain drive) must be fitted with an audible travel alarm or an equivalent warning device.
Anti-collision devices must be fitted to prevent motorised overhead travelling cranes from colliding with each other (where two or more cranes run on the same track) and from colliding with the track end stops or other structures.

For a vehicle-mounted crane, the operator control station must be in a position protected from swinging loads and from the crane jib.

A fall protection system must be provided for the assembly, dismantling, operation, maintenance and inspection of any crane were falling from height is identified as a hazard.

Each crane should be fitted with a stability monitoring device to prevent it from toppling over.

Only items of lifting equipment (tackle) that have been designed and manufactured with adequate factors of safety may be used on site. The following minimum factors of safety (with respect to the Safe Working Load) must be met:

- Ten (10) for natural-fibre ropes;
- Six (6) for synthetic-fibre ropes or woven webbing;
- Six (6) for steel-wire ropes;
- Five (5) for steel chains; and
- Four (4) for high-tensile or alloy steel chains.

Note: An excavator may not be used to lift a load unless all the requirements of this standard (as would apply to a crane) have been met, and authorisation has been granted by the relevant Project Manager and Health and Safety Manager.

16.12.2 Planning and Risk Assessment

For each critical lift that must be carried out on site, a documented and detailed lift plan and risk assessment must be prepared to address all associated hazards.

Only suitably qualified, competent and experienced persons (lift planners) may evaluate critical lifts and prepare lift plans.

The lifting supervisor, crane operators, riggers and spotters responsible for carrying out a critical lift must have input into the lift plan and risk assessment and must be consulted before these documents are finalised.

All lift planners, lifting supervisors, crane operators, riggers and spotters (safety observers) must be appointed in writing.

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No critical lift may commence until the lift plan and risk assessment have been authorised by the nominated project management representative and a Permit to Work has been issued.

Critical lifts include:

- All multiple (including dual) crane lifts;
- Lifts where the operational arcs of two or more cranes can overlap;
- Lifts over operating facilities where this may endanger personnel;
- Lifts over or adjacent to power lines;
- Any lift carried out in close proximity to equipment or a vessel containing a flammable or toxic substance;
- Lifts where the centre of gravity of the load could change;
- Any lift where the total weight on the hook exceeds 20 tonnes;
- Lifts near the rated capacity of the crane (i.e. Exceeding 85% of the rated capacity at the working radius);
- Any lift when the wind speed (including gusting) exceeds 30 kilometres per hour;
- Lifts involving a man basket (safety cage);
- Lifts to and from water;
- Lifts requiring specialised equipment or involving complicated lifting or rigging configurations;
- Lifts requiring non-standard rigging or slinging techniques;
- Lifts involving the simultaneous use of more than one hoist on the same crane; and
- Any other lift deemed to be critical by the nominated project management representative or assessed as critical during a risk assessment.

The lift plan for a critical lift must include:

- General Information – crane manufacturer, crane model, items to be lifted, and reason for lift;
- Lift Data – load weight, lifting block and hook weight, hoist rope weight, rigging weight, total weight, height of lift, radius of lift, surface area of load, and centre of gravity of load;
- Rigging Data – sling material (chain, wire rope, or synthetic), sling diameter, sling length, sling configuration, sling capacity, hook type, shackle size and capacity;
- Lift Computation – boom length, jib length, radius of lift, crane capacity as configured, size of outrigger footplates, and wind speed;
- Proximity to Power Lines and Process Areas – mobile cranes working in proximity to energised power lines must operate under a Permit to Work, which must define exclusion zones and spotter duties;
- Local Hazards and Controls – including the route for the crane, ground stability, proximity of people or equipment, and agreed communication method; and
- Diagrams (sketches) – a rigging diagram, and a crane set-up diagram illustrating the positioning of the crane(s) in relation to surrounding structures and the initial and final positions of the load (including crane boom movement).

Lifts that are not subject to detailed lift plans (i.e. Lifts that are not considered critical) must nevertheless be subject to a risk assessment and be properly planned and executed. The use of a crane-suspended man basket (safety cage) may only be considered when all other avenues to safely perform the work (e.g. Scaffolding, mobile elevating work platform, etc.) Have been exhausted (refer to the Working at Heights Standard).

Cranes used to lift or suspend personnel must be approved as suitable for this purpose.

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If a crane must be operated in proximity to energised overhead power lines (or any other exposed electrical conductors) then minimum clearance distances (specified by the electrical power utility or the nominated project management representative) must be observed. Whenever possible, power lines must be de-energised and isolated while lifting operations are carried out (refer to the Electrical Safety Standard).

16.12.3 Operation

At the start of every day or shift, the operator of a crane or hoist must carry out a pre-operation safety check using a prescribed checklist.

The specific requirements of the pre-operation safety check (and associated checklist) must be based on:

- A risk assessment that addresses all aspects of safe operation of the crane or hoist; and
- The inspection recommendations of the manufacturer.

As a minimum, the pre-operation safety check must include:

- A thorough visual inspection of all wire ropes, chains, hooks and safety latches, hook blocks, sheaves, hydraulic hoses, electrical cables, and the general condition of the crane or hoist;
- Checks to confirm the serviceability of the operating controls;
- Tests to confirm the correct operation of all limit switches, emergency shutdowns, load indicators, alarms and other safety devices; and
- A thorough visual inspection of all lifting equipment (tackle) to be used.

The operator must:

- Check for any loose or missing parts;
- Make sure that the wire rope (or chain) of the hoist is properly seated in its drum and sheave grooves without any slack or overlapping;
- Operate each control to make sure it functions properly, releases immediately, and does not stick. Each control must be labelled to indicate its function;
- Listen for any unusual mechanical noises and look for any jerky movements while operating the crane and / or hoist several feet in each direction that it travels;
- Check the functionality of the upper and lower hoist limit switches (if applicable) by slowly raising and then lowering the block to trip the respective switches;
- Check all hooks. Hooks must not be cracked, stretched, bent or twisted. Each hook must have a safety latch that automatically closes the throat of the hook. If the latch is bent, has a broken spring, or is otherwise damaged, it must be repaired before use. Hooks must rotate freely in the block assembly without any "grinding" felt or heard;
- Check the wire rope by lowering the block to its lowest level and looking for the following signs of damage:
  - Reduced rope diameter. This may indicate that the rope has been stretched, has lost its inner core support, or has worn outside wires;
  - Broken wire strands (any number);
  - Kinked, crushed, cut, or "bird caged" wiring, or wiring with heat damage.
- Check all chains for damage including wear at contact points, cracks, or distorted links (bent, twisted or stretched). All mechanical coupling links must be inspected to ensure that the linking pins are secure and in good condition. The capacity rating of each chain must be adequate for the load and the attachment method;
- Check the condition and capacity of wire rope and synthetic web slings. Capacity ratings must be legible on the manufacturer's label. The capacity of the sling being

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used must be adequate for the load and the attachment method. A sling must be replaced immediately if it is excessively worn.

The operator must report any fault, defect or damage to his supervisor immediately.
A crane or hoist must not be operated if any safety device is out of order or defective, or if any rope, chain, hook or other component is worn or damaged.

Completed checklists must be made available (on request) for inspection by the nominated project management representative. Wherever possible, these checklists must be kept with the crane or hoist.

All lifting operations must be supervised by suitably qualified, competent and experienced supervisors.

An effective method of communication between the crane operator and those assisting with the lift must be in place. This must be documented and approved by the nominated project management representative.

Documented Safe Work Procedures must be in place to ensure the following:

- Access into an area where lifting operations are being carried out must be restricted. Such an area (i.e. where there is a risk of a load falling and striking a person) must be barricaded and only authorised persons may enter (i.e. those directly involved with the lifting operations). Warning signage must be conspicuously displayed;
- Where a load is being moved from one location to another (i.e. The lifting operations are not being carried out in a discrete area that can be barricaded), measures must be taken to ensure that all persons in the path of the suspended load are made aware of the approaching hazard and that they move, and remain, well clear of it. All persons potentially affected must be given warning before the load is lifted;
- A lift must be directed and controlled by a single person (a suitably qualified, competent and experienced rigger);
- Dedicated spotters must be in place during lifting operations to observe and provide warning (if necessary) to prevent incidents and ensure that safety protocols are adhered to;
- Before commencing with a lift, it must be verified that the load being lifted is both within the rated capacity of the crane (or hoist) and lifting equipment and within the limits set out in the lift plan and / or risk assessment. The rated load capacities of the crane, hoist, rope, chains, slings or other components may never be exceeded;
- Only certified lifting equipment (tackle) may be used to lift a load;
- No equipment (tackle) that has been used for towing may be used for lifting operations;
- Only an approved material box (skip box) may be used for lifting loose items or materials;
- Before commencing with a lift, it must be verified that no safety devices (including load limiting devices) have been bypassed, overridden or disconnected;
- To prevent the load from swinging as it is lifted, the hoist must be centred over the load (when using slings or chains) or positioned directly above the lifting point of the load;
- Hoisting ropes must be kept vertical. No side loading of a crane boom is permitted (i.e. A crane may not be used to make a side pull);

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- Two full wraps of rope must always remain on the hoisting drum. If a lower hoist limit switch has been fitted, and it is working correctly, it should not be possible to lower the block below the point where less than two full wraps of rope are on the drum;
- Before commencing with a lift, it must be verified that all rigging connections are correct and secure. Slings, chains, or other lifting devices must be fully and securely seated in the saddle of the hook;
- Slack must be removed from the slings, chains and / or hoisting ropes before lifting the load. It must be ensured that multiple lines are not twisted around each other and that the hoist rope is not wrapped around the load;
- To ensure that the load is properly secured and balanced, it must initially only be lifted a few centimetres. Slings must be repositioned if required;
- Before moving a suspended load, it must be lifted high enough to clear all obstructions. The load must only be lifted to the height necessary to clear obstructions, and no higher;
- Directional movement must be made smoothly and deliberately (there must be no sudden acceleration or deceleration of the moving load). Abrupt, jerky movements of the load in any direction must be avoided;
- Tag lines must be used in situations where a load needs to be steadied or guided while suspended;
- When using tag lines to steady or guide a suspended load that is being moved using a mobile crane, personnel on foot must always remain in sight of and in communication with the crane operator, must never walk between the crane and the load, and must always remain clear of the load and the crane (at least 5 metres). The load must be moved at a slow walking speed;
- A suspended load must be monitored closely at all times;
- If a crane operator's view of a suspended load is unavoidably obscured (completely or partially), or if a suspended load is unavoidably obscuring (completely or partially) a crane operator's view, then suitably positioned spotters must be in place to provide guidance to the crane operator;
- A load MAY NOT be moved over, or be suspended above, any person or any occupied building. No person may walk beneath, or position health and safety below, a suspended load;
- No person may pass or work beneath the boom of a crane;
- No person may be positioned between a suspended load and a solid object where there is a risk of being crushed should the load swing;
- No person may be positioned within the radius of the boom of a crane unless directly involved with the lift;
- Under no circumstances may any person ride on a crane's hook or on a load;
- No load may be left suspended unless the operator is at the controls and is monitoring the load. In such a situation, the load must be kept as close as possible to the ground or floor to minimise the possibility of injury should the load drop;
- The controls of a crane or hoist may never be left unattended while a load is suspended. If it becomes necessary to leave the controls, the operator must lower the load to the ground or floor;
- With the exception of pick-up and carry operations, no lifting may be carried out using a mobile crane unless the outriggers have been deployed and are locked in position;
- Load spreaders or packing under the outriggers must be used irrespective of the underfoot conditions;

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- Before a mobile crane is moved into position to carry out a lift, the area must be inspected by a suitably qualified person who must verify that the underfoot conditions are satisfactory;
- When using a mobile crane, slewing to test the effectiveness of the outriggers must be carried out prior to commencing with a lift;
- Slew pins must be securely in place while a mobile crane is travelling;
- Unauthorised use of a crane or hoist must be prevented by removing the keys, locking the cabin, isolating the controls, etc. When lifting operations have been completed;
- When not in use, lifting equipment must be stored off the ground and must be protected from the elements (rain, harsh sunlight, etc.) And contamination (dust, solvents and other chemicals) to prevent damage and / or deterioration.

A crane or hoist or an item of lifting equipment may only be used for the purposes for which it was designed.

16.12.4 Inspection, Testing and Maintenance

Any crane or hoist brought onto the project premises must have a current test certificate and record of inspection as well as a suitable checklist (derived from the crane or hoist manufacturer's inspection recommendations) for use by the operator(s) when carrying out pre-operation safety checks.

An Equipment Profile (dossier) must be compiled for each crane.
A register of all cranes, hoists and lifting equipment (tackle) brought onto the project premises must be compiled and maintained.

Each crane, hoist and item of lifting equipment must have a unique identification code or number, which must be referenced in the register.

For each crane, hoist and item of lifting equipment, the following documentation must be kept on site and must be made available (on request) to the nominated project management representative for inspection:

- Test records and certificates;
- Inspection records;
- Maintenance records; and
- Details of any modifications or repairs made.

All cranes, hoists and lifting equipment must be inspected, tested and confirmed fit for purpose (i.e. Safe for use):

- Before being operated or put into service;
- Before being returned to service following any repair or modification; and
- Periodically as follows (unless local regulations require examination more frequently):
  - Each crane or hoist (including all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices that form an integral part of the crane or hoist) must be thoroughly examined by a competent, experienced and appointed person every 6 months;
  - Each crane or hoist must be subjected to an annual performance test (i.e. A load test) by a competent, experienced and appointed person; and
  - All lifting equipment (tackle) must be thoroughly inspected by a competent, experienced and appointed person every 3 months.
  - The system of inspection and testing must provide verification that each crane or hoist is able to function to its design specifications, and must verify the integrity of:
- Mechanical and electrical components;

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- Controls;
- Cables and all lifting attachments;
- Structural components including boom, hoist, brakes, wheels, hooks, baskets, out-riggers, hook-blocks and rails; and
- Load limiting devices, hoist limit switches, alarms or warning devices, and other safety devices and control systems (including independent fail-safe braking systems, devices to stop the crane or hoist such as a dead man's switch, and emergency shut-off switches).

A preventative maintenance system must be in place to ensure that all cranes and hoists are maintained in a safe and serviceable condition.

For any crane or hoist, all inspections, testing, maintenance and repairs must, as a minimum, be carried out in compliance with the requirements and specifications of the manufacturer as well as all applicable regulatory requirements (in terms of both the frequency of inspection, testing and maintenance, and the physical condition of the crane or hoist).

Repairs to a crane or hoist may only be carried out by competent persons. After repairs have been made, the crane or hoist must be tested and recertified fit for purpose (unless the repairs did not affect the integrity of the lifting mechanism).

Any modification to a crane or hoist must be subject to the approval of the original equipment manufacturer and a rigorous change management process.
Each item of lifting equipment (tackle) must be tagged following each quarterly (3-monthly) inspection. Details of these inspections must be recorded in the lifting equipment register which must be made available to the nominated project management representative on request.

The following colour coding system must be used for the tagging of all lifting equipment:

Table 16-1 colour coding system for lifting equipment

Quarter	Tag colour
January – march	Blue
April – June	Red
July – September	Green
October – December	Yellow

The tag placed on an item of lifting equipment must be traceable to an entry in the lifting equipment register where the following information concerning the inspection of that item of equipment must be recorded:

- Item description;
- Unique item identification code or number;
- Item owner;
- Item location;
- Date of inspection;
- Name and signature of competent person who carried out the inspection; and
- Any comments concerning the inspection.

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Any item of lifting equipment that is found to be damaged or defective must be removed from service (and tagged, "out of service") immediately and must then either be repaired and recertified (if possible) or destroyed to prevent further use.
Similarly, any lifting equipment that is known (or is suspected) to have been overloaded must be removed from service immediately and destroyed to prevent further use.
If an item of lifting equipment is removed from service or destroyed (scrapped), this must be indicated in the lifting equipment register.
Any item of lifting equipment without a tag or with an out-of-date inspection may not be used.

16.12.5 Training and competency

Only suitably trained, competent and experienced persons who have been authorised in writing by the contractor's project manager are permitted to:

- Evaluate and plan critical lifts;
- Supervise lifting operations;
- Operate cranes and hoists;
- Use lifting equipment, and rig (sling) loads;
- Provide signals for controlling lifts; and
- Inspect, maintain or test cranes, hoists and lifting equipment.

Each operator must meet the competency requirements for the particular class or type of crane or hoist to be operated. Depending on the project location and applicable legislation, operators may need to hold a certificate of competency issued by a recognised training institution.

16.13 Working at heights

All applicable legislation concerning work performed from an elevated position must be always complied with.
Fall prevention or fall protection measures must be in place whenever the potential exists for a person to fall 2 metres or more.

16.13.1 Fall prevention

16.13.1.1 Work platforms

Wherever practical, a safe working area must be provided in the form of a work platform with fixed edge protection. This may include:

- a permanent work platform or walkway (i.e. A fixed steel structure);
- a fixed or mobile scaffold; or
- an elevating work platform such as a scissor lift, man lift, boom lift or cherry picker.

All work platforms and walkways elevated one metre or more must have complete floors, and edge protection must be in place in the form of toe boards and sturdy guard rails properly secured (i.e. bolted, welded, clamped, etc.) To prevent accidental displacement. Safe means of access and egress must be provided.

Guard rails must be capable of withstanding a force of at least 100 kilograms applied in any direction at any point.
The top rail must be positioned at a height of one metre above the working surface, and a mid-rail must be provided.

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16.13.1.2 Floor openings, holes and edges

Any opening or hole (temporary or permanent) in a floor, platform or walkway must be protected by sturdy guard rails (removable if required) or a cover to prevent a person from stepping into or falling through the gap. Covers must be strong enough to support the loads that will be imposed on them and must be secured to prevent accidental displacement.

Ladder way floor openings and platforms must be protected by guard rails of standard construction and toe boards must be fitted along all edges, except at the entrance to an opening where a gate must be installed and so arranged that a person cannot walk directly into the opening.

When open, hatchways and floor openings must be protected by removable guard rails and toe boards of standard construction. When these openings are not in use, covers of adequate strength must be put in place and must be secured to prevent accidental displacement.

Where doors or gates open directly onto a stairway, a platform must be provided and the swing of the door or gate must not reduce the effective width of the platform to less than 500mm.

16.13.1.3 Wall openings

Wall openings, from which there is a drop of more than one metre, must be guarded as follows:

- When the height and position of the opening in relation to the working surface is such that standard guard rails will effectively eliminate the risk of accidentally falling through the opening, then these must be provided. The bottom edge of the opening must be fitted with a toe board. The guard rails and toe board may be removable if required;
- Alternatively, the opening may be closed using a screen. Wall opening screens must be of such construction and mounting that they can withstand a force of at least 100 kilograms applied horizontally at any point on the near side of the screen. A screen may be of solid construction, of grillwork, or of slat work.

An extension platform outside a wall opening, onto which materials can be hoisted, must have sturdy guard rails (or equivalent edge protection) on all sides. One side of the extension platform may have removable railings to facilitate the handling of materials.

16.13.1.4 Stairways

Each flight of stairs having four or more risers must be fitted with handrails.
Handrails must be installed on both sides of every stairway.
Riser height and tread width must be uniform throughout any flight of stairs, including any foundation structure used as one or more treads.

Stairways must be free of hazardous projections, such as protruding nails. No materials, equipment or waste may be placed on or beneath any stairway.
All stairways must be well lit.

16.13.2 Fall protection

Whenever there is a risk of falling 2 metres or more, whenever there is a risk of falling onto dangerous equipment or machinery even if the potential fall distance is less than 2 metres, or whenever work must be carried out within 2 metres of an opening through which (or an edge over which) a person could fall, no work may commence unless:

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- a fall protection (and rescue) plan is in place (prepared by a competent person, approved by the nominated project management representative, and implemented by the contractor);
- A detailed task-specific risk assessment has been carried out;
- A safe work procedure is in place for the task to be performed;
- A permit to work has been obtained; and
- Each person has been provided with suitable fall protection equipment.

Fall protection equipment (either fall restraint or fall arrest equipment) must be always used whilst the work is being carried out.
To prevent persons from falling, fall restraint equipment must be used whenever work must be carried out within 2 metres of an opening through which (or an edge over which) a person could fall.
Fall arrest equipment must be used whenever the potential exists for a person to fall 2 metres or more.

A person has been provided with suitable fall protection equipment if he is secured by means of an approved full body harness (well fitted) with two shock absorbing lanyards or an inertia reel (when fall arrest equipment is required) or two short restraining lanyards (when fall restraint equipment is required), double or triple action snap hooks (or karabiner type rings), and secure anchorage points (a person's lanyard may be attached either directly to an anchorage point or indirectly through the use of a variety of systems that incorporate a lifeline).

A dual lanyard system must be used to ensure that at least one connection point is always maintained.
Note: When selecting fall arrest equipment, care must be taken to ensure that the potential fall distance is greater than the height of the person plus the length of the lanyard with its shock absorber deployed (taking the height of attachment into account).

Anchorage points must, where practical, be above the head of the person, and must ensure that in the event of a fall the person will neither swing nor touch the ground.
All permanent anchorage points must be designed and approved by a professional structural engineer.

All anchorage points must be periodically inspected and tested by a competent person to ensure that they are secure and can support the required load. A system must be in place to identify anchorage points as authorised for use.
Temporary anchorage points (and lifeline systems) may only be used if a competent person has certified them safe to use.

If an elevating work platform is used, such equipment must be fitted with a fixed anchorage point for the attachment of fall protection equipment.

The use of fall protection (fall restraint or fall arrest) systems must be avoided wherever and whenever possible through design, the installation of physical barriers that protect persons from falling and employing alternative methods of working.
Only if physical barriers protecting against free falls cannot be installed must fall protection equipment be used.

Fall protection (fall restraint or fall arrest) systems are items of personal protective equipment and, if required, must be purchased, installed and provided to employees.

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Prior to commencing with any work at height, an assessment must be conducted to determine if the work requires the use of fall protection equipment, and if so, which fall protection system is the most appropriate for the work.

There must be a system for ensuring that fall protection equipment is:

- Tested and certified for use;
- Inspected by the user before use; and
- Destroyed following a fall or where inspection has shown evidence of excessive wear or mechanical malfunction.

All persons that are required to work at height (to carry out routine or non-routine tasks) must first be trained and certified competent to do so. Furthermore, each person must be in possession of a valid medical certificate of fitness specifically indicating that the person is fit to work at height.

All persons required to use personal fall protection equipment must be trained and certified competent in the correct selection, use, maintenance and inspection of such equipment.

All fall protection equipment must be thoroughly inspected monthly by competent persons appointed in writing and each item of equipment must be tagged to show when it was last inspected. All inspections must be recorded in a register.
On finding defective or damaged equipment, appropriate action must be taken by the competent person (i.e. the destruction of the equipment to prevent further use).

Persons making use of personal fall protection equipment must do so in strict accordance with the instructions or requirements specified by the manufacturer or supplier of the equipment or system.
Specific pre-use inspection, maintenance and fitting protocols must be established in accordance with the manufacturer's requirements or guidelines and these protocols must be followed by all users of the fall protection equipment.

Solvents may not be used to clean fall protection equipment. Only manufacturer-approved cleaning solutions may be used.

No person required to use personal fall protection equipment may work in isolation (a minimum of two persons working together is required).
Competent supervision must always be in place for all work carried out at height. Supervisors must be appointed in writing.

Emergency response (rescue) procedures for the rapid retrieval of suspended persons in the event of a fall from height must be prepared and tested.

Note: Even though there is no risk of free fall, fall protection equipment may be required in situations where there is a risk of falling, slipping or sliding down a slope of more than 45 degrees.

Note: The maximum service life of fall protection equipment manufactured of synthetic fibre shall be 5 years from the date of first use and / or manufacture unless otherwise specified by the manufacturer.

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A person may climb or descend a ladder without fall protection if he is able to use both hands and legs to do so, faces the ladder, and uses one step at a time. The ladder must be tied off or supported at its base.

Prior to any roof work being performed, or prior to persons accessing a roof, a structural engineer must verify that the roof is of sound construction and that it can support the weight of the persons as well as any equipment that may be required. Should the engineer's findings be to the contrary, alternative methods of performing the work must be found. Care must be taken when work is carried out on an asbestos cement roof or a fibreglass roof.

16.13.3 Risk Assessment and Permitting

The following documentation is required for any work where fall protection is required (i.e. where a risk of falling exists):

- A Fall Protection (and Rescue) Plan;
- A Risk Assessment for the task to be performed;
- A Safe Work Procedure for the task to be performed; and
- A Permit to Work.

As part of the Risk Assessment and planning processes, the following must be considered:

- Hazards relating to accessing the location at height;
- The nature of the work location;
- The nature of the work activities to be undertaken at height;
- Environmental and weather conditions;
- The presence of nearby persons who may be at risk due to falling objects (potentially) or who's activities may be affected by the work being performed at height;
- The selection of fall protection equipment (considering fall clearances) and / or access equipment;
- The selection of anchorage points;
- The load ratings of access platforms, work areas, anchorage points, etc.;
- The condition of supporting structures such as roofs;
- The need for the work to be carried out by multiple persons and the means of communication;
- A rescue plan that addresses retrieval or rescue contingencies;
- Working above open furnaces or molten metal;
- Exposure to heat sources;
- The use of a mobile elevating work platform, man basket, suspended scaffold or boatswain's chair; and
- Any other conditions that may affect the safe execution of the task.

16.13.4 Elevating Work Platforms

Before hiring or purchasing an elevating work platform (e.g. a scissor lift, man lift, boom lift, cherry picker or similar equipment), the certification of the equipment (regarding suitability of design and construction) must be verified.

Before using an elevating work platform, it must be verified that the equipment is in good working order and has been serviced regularly. The service record and instruction manual must be kept on site. A system must be in place to ensure that the equipment is maintained and inspected as required by the manufacturer and / or local regulations.

Persons (operators) must be formally trained through an accredited training provider and certified competent in the operation of the equipment. Once a person has been issued

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with the necessary licence or qualification as required under local regulations, he must be appointed in writing to operate the equipment.

Before using an elevating work platform, the operator must inspect the equipment, and a pre-use checklist must be completed.
The operator of an elevating work platform must be in the "basket" unless it can be demonstrated to the satisfaction of the nominated project management representative that this is not possible or practical.

Every person in the "basket" must always keep his feet on the floor.
Every person in the "basket" must always be secured by means of personal fall protection equipment attached to an approved anchorage point, and systems must be in place to prevent tools and equipment from falling.

A mobile elevating work platform must not be driven unless the "basket" has been lowered and secured in a stable position.
Every elevating work platform that is used must be equipped with a dead man's switch or foot pedal at the operator controls.
An elevating work platform must only be operated on a firm surface with the outriggers extended (where fitted).

An elevating work platform must not be operated on a grade or slope beyond the capability of the machine (every mobile elevating work platform that is used must be fitted with an inclinometer which sounds an audible alarm before the maximum safe incline has been reached).

The area beneath the "basket" and the boom must be barricaded.
A second competent operator of the mobile elevated work platform to be in place on the ground level – to ensure that the elevated work platform could be lowered in case of an emergency.
A spotter must always be used when moving a mobile elevating work platform and when the "basket" is in an elevated position.

16.13.5 Man Baskets, Suspended Scaffolds and Boatswain's Chairs

The use of a man basket, suspended scaffold or a boatswain's chair may only be considered when all other avenues to safely perform the work (e.g. ladder, scaffolding, mobile elevating work platform, etc.) have been exhausted. Authorisation to use a man basket, suspended scaffold or a boatswain's chair must be obtained from the nominated project management representative. If permission is granted, the use of such equipment must be in strict compliance with all applicable legislation.

A person working from a man basket or a suspended scaffold must remain within the basket and must always keep his feet on the floor.

Each person working from a man basket, suspended scaffold or a boatswain's chair must be in possession of a valid medical certificate of fitness and must be trained (and assessed competent) in the Safe Work Procedures pertaining to the use of the equipment, as well as the Fall Protection Plan.

Each person working from within a man basket or suspended scaffold or from a boatswain's chair must always wear personal fall protection equipment (i.e. an approved

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full body harness connected by means of a shock absorbing lanyard to an anchorage point or lifeline that does not form part of the basket or chair).

If suspended using a crane, the man basket, suspended scaffold or boatswain's chair must always be visible to the crane operator. A suitable means of communication must be in place to ensure that the suspended person(s) is able to communicate with the crane operator and personnel on the ground.

The crane operator must always remain at the controls while the man basket, suspended scaffold or boatswain's chair is occupied.
Where feasible (and if it is safe to do so), tag lines must be used to stabilise the man basket, suspended scaffold or boatswain's chair.

A man basket or suspended scaffold (including the suspension system) must be designed by a qualified engineer.
Only an approved and certified man basket or suspended scaffold may be used. Regulations may require approval by an authority or certification to a national or international standard. The manufacturer's procedures and conditions for use must strictly always be complied with.
Each man basket or suspended scaffold must be fitted with an information plate indicating the maximum weight and number of persons that may be lifted. Copies of the welding x-rays and engineering drawings must be kept on site.

Any work involving the use of a man basket, suspended scaffold or boatswain's chair must be carried out under the supervision of a competent person who has been appointed in writing.
A man basket, suspended scaffold or boatswain's chair must be thoroughly inspected (examined for damage) by a competent person prior to use (every time the equipment is used) and the results of each inspection must be recorded in a register. The crane or hoist as well as all lifting equipment (tackle) that is used to suspend the man basket, suspended scaffold or boatswain's chair must be tested and inspected as stipulated in the Cranes and Lifting Equipment Standard.

All suspended scaffold erectors, operators and inspectors must be appointed in writing and proof of competency must be provided.

Persons carrying out welding or flame cutting work from within a man basket or suspended scaffold or from a boatswain's chair must take precautions to ensure that they do not accidentally cut or burn through the cables or wire ropes that are suspending them.

16.13.6 Falling Objects

In the process of planning work activities, the risks associated with falling objects (i.e. materials, tools or equipment) must be assessed and appropriate control measures must be identified, implemented, and monitored taking the following hierarchy of controls into consideration:

- Preventing objects from falling – by using containment sheeting, toe boards, lanyards to secure tools (to a person or to the structure), ropes or chains to secure equipment (to the structure), lift boxes, brick cages, etc. and by properly securing loads when lifted by crane or hoist;
- Protecting people from falling objects – by establishing barricaded exclusion zones, installing catch platforms or catch nets, displaying warning signage, and posting safety watchers and / or traffic controllers; and

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- Personal Protective Equipment (particularly safety helmets and safety boots) – protective equipment is a last line of defence and must be worn.

Where overhead work is being carried out, barricading must be erected around the work area (at the level at which the work is taking place and at every level below including ground level) to prevent persons from entering such an area and potentially being struck by falling objects.
Wherever hazards related to falling objects exist, appropriate warning signage (i.e. "Overhead Work in Progress" and "No Unauthorised Access") must be prominently displayed.

No items are permitted to lie loose in elevated positions (e.g. nuts and bolts must be securely stored) and good housekeeping standards must always be maintained.
No tools, equipment, material, debris, waste, etc. may be dropped from height. Objects must be lowered or chuted to ground level in a safe and controlled manner.

16.13.7 Scaffolding

16.13.7.1 Training, Competency and Supervision

Scaffolding may only be erected, maintained, altered or dismantled under the strict personal supervision of a competent Scaffolding Supervisor (or Scaffolding Inspector) who has been appointed in writing.

Scaffolding may only be erected, maintained, altered or dismantled by competent and appointed Scaffolding Erectors (or Scaffolding Builders). It is the Scaffolding Supervisor's responsibility to ensure that all persons carrying out such work are suitably trained and experienced.
A certificate of competency issued by a reputable (i.e. accredited and approved) training provider must be produced for each Scaffolding Supervisor and each Scaffolding Erector.

16.13.7.2 Erection and Dismantling of Scaffolding

Only approved scaffolding components may be used to erect a scaffold. Scaffolding must be erected, modified and used in accordance with the manufacturer's guidelines or recommendations, and in strict compliance with all applicable legislation and standards.

A free-standing scaffold must not exceed a height of three times the smallest dimension of its base.
Scaffolds with a height to base width ratio of more than 3:1 must be restrained from tipping over by guying, tying, or bracing.
Guy wires and ties prevent scaffolding from tipping away from the building or structure, and braces are rigid supports that prevent the scaffolding from tipping into the building or structure.

Scaffolding must be secured to the structure every 6 metres vertically and every 9 metres horizontally (as a minimum). Adequate underpinning, sills or footplates must be provided for scaffolds erected on filled or otherwise soft ground (including sand or gravel).

If the scaffolding is to be load bearing (i.e. other than normal access and workplace storage) then full calculations and a design must be prepared and authorised in writing by a structural engineer. The load limits specified by the scaffolding manufacturer may not be exceeded under any circumstances.

Scaffolds must always be plumb and level.

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All scaffolding components must be in good condition (i.e. undamaged and free of corrosion).
All scaffolding components must be properly connected or secured, and scaffolding must be effectively braced (diagonal bracing).

Each person erecting, maintaining, altering or dismantling scaffolding must always use fall protection (i.e. a full body safety harness with two shock absorbing lanyards fitted with scaffold hooks). The work must be planned to enable every Scaffolding Erector to be securely anchored. A suitable lanyard length (not exceeding 2 metres) must be selected taking the potential fall distance and height of attachment (height of anchorage point) into account. If the lanyard is too long or the anchorage point is too low, the person may hit the ground, a platform, or objects below him before the lanyard is able to break his fall.

The area around the base of a scaffold must be barricaded to prevent unauthorised access into the work area. When scaffolding is erected or dismantled on a level, platform, or floor lying above ground level and the potential exists for components to fall to levels below the level on which the scaffolding is positioned, then the area directly below the scaffolding on each of those levels must also be barricaded. Appropriate warning signage (i.e. "Overhead Work in Progress" and "No Unauthorised Access") must be prominently displayed.

Hoists, lifts and approved material baskets must be used (where available) to lift scaffolding components to elevated positions.

Where components are passed from hand to hand during the erection or dismantling of a scaffold, each Scaffolding Erector must always stand on three boards and not directly above the person below him. During this process, each Scaffolding Erector must remain within the confines of the scaffold and must expose as little of his body as possible to minimise the risk of being struck by a falling component. Good communication between team members must always be maintained.
No scaffolding components, tools, or any other material may be dropped from height or thrown from one level to another. Components, tools and materials must be lowered or lifted in a controlled manner. Use may be made of a chute.

Each tool must be secured to the wrist, harness or structure by means of a lanyard. A tool bag (around the waist or over the shoulder) may be used for carrying tools up and down a scaffold structure. Tools or equipment may not be carried by hand up or down a structure, as both hands must be used for climbing. If necessary, a rope must be used for lifting or lowering tools or equipment.

While a scaffold is being erected or dismantled, no scaffolding components may be stacked on the scaffold structure unless it has been designed for that purpose. Any loading of a scaffold structure must be authorised in writing by a structural engineer.

For special scaffolding, a design must be prepared by the appointed Scaffolding Supervisor, and this design must be authorised in writing by a structural engineer before the scaffolding is erected.
Scaffolding may not stand on steel grating unless the grating is adequately supported from below. Scaffolding must rather stand on the structure that supports the grating.

Empty drums, crates or bricks may not be used to prop up, support or anchor scaffolding.

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Before scaffolding is erected near an electrical installation or live conductors, an electrical engineer (employed by Project or the client) must inspect the area and determine whether or not the scaffolding must be earthed. Should the scaffolding require earthing, this must be done as soon as possible while the scaffolding is being erected.

Scaffolding may not be erected if it is raining or in winds stronger than 32 km/h.

A green tag (displaying the words, "Scaffold Safe for Use") or a red tag (displaying the words, "Danger: Do Not Use Scaffold") must be prominently displayed on each scaffold. The tag must be positioned close to the base of the ladder or staircase provided for safe access. The wording on the tags must be in English and any other language commonly used on site.
As a minimum, a green tag must display the Scaffolding Supervisor's name, the date that the scaffold was erected, and the date that the scaffold was last inspected.
Only an appointed Scaffolding Supervisor may attach, change, update the information on, or remove these tags.

Scaffolding must not be:

- Left partially erected or partially dismantled except for normal work stoppages (for example, over weekends);
- Left in an unsafe condition (if scaffolding is unavoidably in an unsafe condition, barricading must be in place to prevent unauthorised access, and the required red tags must be prominently displayed on the scaffold structure); or
- Moved or altered while work is in progress.
- Mobile scaffolding must be equipped with brakes, which must always be engaged when the scaffolding is in use. A scaffold may not be moved if any person is on the structure.

16.13.7.3 Safe Access

Safe and convenient access must be provided to every scaffold platform by means of properly installed ladders or approved stairways, which must always remain unobstructed. Climbing up or down a scaffold on the braces or ledgers is forbidden.

All ladders used to access scaffolding must be securely attached to the scaffold structure. Hook-on and attachable ladders must be specifically designed for use with the type of scaffolding being used.

If a ladder is used to access a scaffold platform at a height greater than 1.5 metres above the ground, then the ladder must be secured internally (i.e. within the scaffold structure) and there must be an opening (closed with a trapdoor) in the platform at the top of the ladder.

If the scaffold platform is at a height of less than 1.5 metres above the ground, then the ladder may be attached externally provided the guard rails around the platform are modified to allow access (the opening in the guard rails must be kept closed using a self-closing gate). No person may climb over or through the guard rails to gain access to a platform.

If a vertical ladder used on scaffolding is more than 5 metres in length it must be equipped with a ladder cage extending from a point 2 metres from the base of the ladder to a height of 1 metre above the platform (or the uppermost platform) that the ladder is providing access to.

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Circular ladder cages must have an internal diameter of no more than 700mm. Square ladder cages must have internal dimensions of no more than 700mm by 700mm.

The requirement for a ladder cage may be waived if platforms are provided at height intervals not exceeding 4 metres, with the vertical ladder secured on the inside of the scaffolding framework and an opening (closed with a trapdoor) in each platform.
Vertical ladders must be braced at three metre intervals (as a minimum) to prevent undue movement.

All vertical ladders providing access to a platform must be left in place for as long as the scaffold remains in place and must be inspected as part of the scaffold structure.
Any deviation from the requirements stipulated above must be subjected to a risk assessment and the nominated project management representative must authorise the deviation in writing.

16.13.7.4 Scaffolding Platforms

Safe work platforms must be provided.

Every work platform must be complete (i.e. from ledger to ledger and from transom to transom without any gaps) to prevent personnel, materials, tools, etc. from falling through the platform.

Every work platform must be constructed from manufactured steel scaffold boards (planks) of equal thickness (height). Timber boards are not permitted under any circumstances.

Each steel scaffold board must be securely hooked (fastened) onto the ledgers or transoms that support it.

On all sides except the one facing the structure, every scaffold platform must be provided with:

- Sturdy guard rails positioned 500mm above the platform floor (the mid rail) and 1000mm above the platform floor (the top rail); and
  Steel toe boards that are at least 150mm high and securely attached such that no gap exists between the toe boards and the platform floor.
- **Note**: Wire mesh infill panels incorporating a toe board may be used instead of a mid-rail.

Scaffold platforms must be as close to the structure as is practicable (but not closer than 75mm) except where personnel need to sit on the edge of the platform while they work in which case the distance may be increased to no more than 300mm.

Scaffold platforms must, always, be kept free of waste, protruding objects, and any other obstructions. Platforms must be cleaned if necessary to ensure that they are maintained in a non-slip state.

16.13.7.5 Inspection of Scaffolding

Every scaffold structure must be inspected by a competent Scaffolding Supervisor:

- Prior to use after erection, and at least weekly thereafter;
- After inclement weather (heavy rain, strong winds, etc.);
- After any incident resulting in jarring, tilting or overloading;
- After any alteration is made; and
- Before being dismantled.

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On completion of an inspection, the Scaffolding Supervisor must update the information on the scaffold tag.

A record of each inspection (date and time of inspection, location of scaffolding, findings, etc.) must be captured in a register. The register(s) must be maintained by the Scaffolding Supervisor(s) carrying out the inspections.

16.13.7.6 Using Scaffolding

The user of a scaffold (i.e. the responsible supervisor) must inspect the erected structure prior to acceptance and must ensure, as far as is reasonably possible, that the scaffold is safe and fit for purpose before allowing his team to make use of the scaffold.

In particular, the user must ensure that:

- The scaffold and the platforms have been constructed to meet the loading requirements of the work that is to be carried out (the Scaffolding Supervisor must be consulted in this regard);
- The Scaffolding Supervisor has checked that adequate ties and braces are in place;
- The work platforms are in the correct positions and are complete with toe boards and guard rails;
- Safe and convenient access has been provided (ladders and / or stairways); and
- A green ("Scaffold Safe for Use") tag has been attached to the scaffold by the Scaffolding Supervisor.

Use of an incomplete or unsafe scaffold is prohibited.
Unsteady or non-rigid scaffolds must not be used, and inadequacies must be reported to, and rectified by, the responsible Scaffolding Supervisor.

The user of a scaffold must ensure that every person in his team is aware that no alterations to the scaffold may be made by the team during their work, and that if any alterations are required, they must be made by competent Scaffolding Erectors under the supervision of an appointed Scaffolding Supervisor.

A scaffold may not be used:

- If a red tag is displayed indicating that the scaffold is not safe to use; or
- During inclement weather, defined as wind speeds greater than 40km/h, thunderstorms, or heavy rain (more than 40mm/h).

Note: With due consideration of possible educational limitations, the contractor must ensure that all persons understand what green and red tags mean.

The area around the base of a scaffold must be appropriately barricaded to prevent unauthorised access into the work area. Appropriate warning signage (i.e. "Overhead Work in Progress" and "No Unauthorised Access") must be prominently displayed.

Loose tools and / or materials on scaffold platforms must be secured using lanyards, wire or fibre rope, or must be placed in secured containers.
Where appropriate, "catch nets" deemed may be installed as an additional safety measure to prevent materials or tools from falling to the ground.

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The storage or placement of materials on scaffolding platforms must be kept to a minimum. Debris as well as tools and materials that are no longer required must be removed from all working platforms at least once per day.

Scaffolding platforms must be cleaned regularly.

A heavy load may not be placed on a scaffolding platform unless the scaffold has been designed and constructed specifically for that purpose. Any loading of a scaffold structure must be authorised in writing by a structural engineer.

Scaffolds may not be used as hoisting towers or to support piping or equipment.
Each person working from scaffolding must wear fall protection (i.e. a full body safety harness with two shock absorbing lanyards fitted with scaffold hooks) and must always be securely anchored.

All work must be carried out from properly constructed work platforms. Standing on railings or braces to perform work is forbidden.
Drums, boxes and other makeshift substitutes for scaffolding may not be used under any circumstances.

Where work on an electrical system is to be undertaken from a scaffold, an electrical engineer (employed by Project or the client) must determine whether the scaffolding structure requires bonding and earthing. The scaffolding may not be used until this has been determined, and if required, until the structure has been bonded and earthed.

16.13.7.7 Identification and Inspection of Scaffolding Components

All scaffolding components belonging to a contractor must be properly marked or uniquely coloured to enable positive identification.

Prior to erecting a scaffold, all scaffolding components must be carefully inspected by a competent Scaffolding Supervisor.

Components found to be defective during an inspection must be conspicuously marked and removed to a suitably demarcated quarantine area for destruction, repair, refurbishment or removal from site. Deformed and bent wedges must be straightened and inspected for cracks before being put back into service.

16.13.7.8 Storage of Scaffolding Components

All scaffolding components must be stored in a demarcated storage area in such a manner that they are not exposed to environmental extremes and will not cause injury to persons. Suitable barricading or fencing must be erected, and warning signage must be posted (e.g. No Unauthorised Entry).

Within a storage area, scaffolding components must be stacked such that pathways (750mm in width) are maintained between the stacks. Each stack must be stable, and components must be neatly placed to ensure that no ends protrude into any pathway. The various components must be stacked separately.

The weight of scaffolding components must be considered when stacking them in elevated positions.

Any storage area for scaffolding components must be positioned such that it will not interfere with any onsite activity (including the operation of any plant or equipment), block

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any access way, or obstruct access to any plant or equipment. Before establishing a storage area, the location must be agreed with the nominated project management representative.

16.13.8 Ladders

All ladders used on site must be of sound construction and adequate strength.
Only non-conductive ladders made of wood or fibreglass may be used for electrical work or work being performed in proximity to energised electrical equipment. Metal ladders and ladders with metal reinforcing may not be used.

The use of makeshift ladders is forbidden.
All ladders must be numbered, listed in a register, and inspected by a competent person monthly (the results of each inspection must be recorded in the register).
Before using a ladder, the user must inspect it for damage.

Ladders with missing, broken, cracked or loose rungs, split stiles, missing or broken spreaders (stepladders) or any other form of damage or defect may not be used.
A damaged ladder must be removed from service (and tagged, "Out of Service") without delay and must then either be repaired (if possible) or destroyed to prevent further use.
Persons must receive instruction in the correct use and proper care of ladders.

Ladders may only be used as a means of access and egress. The use of ladders as working platforms is prohibited, except for inspection and carrying out minor tasks (i.e. light work and short duration) such as changing a light bulb.

Ladders may not be positioned horizontally and used as walkways or runways or as scaffolding.
All portable ladders must be fitted with non-skid safety feet (or some other means to prevent the base of the ladder from slipping) and the feet must always be placed (stand) on a firm level surface.
The use of bricks, stones, wood or any other material to level the style of a ladder is prohibited.
Ladders may not be placed on movable bases such as boxes, tables, trucks, etc.

The base or foot of a ladder must always be secured to prevent it from slipping. The ladder must be held by an assistant if the base cannot be secured in any other way (e.g. tied off).
A straight ladder must extend at least one metre above its support (or above the working platform that it is providing access to). The top of the ladder must be tied off (or otherwise secured to its support) to prevent accidental movement.

A straight ladder must be placed at a safe angle, i.e. tilted at a ratio of approximately 4:1, meaning that the base of the ladder must be one metre away from the wall (or other vertical surface) for every four metres of height to the point of support.

A stepladder may never be used as a straight ladder. A stepladder must be opened fully, and the spreaders must be locked securely.
When using an extension ladder, at least four rungs must always overlap at the centre of the ladder.
Ladders may not be joined together unless they have been specifically designed and manufactured for that purpose.

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A suspended ladder (i.e. not standing on a base) must be attached in a secure manner to prevent undue swinging or swaying, and to ensure that it cannot be displaced.

A ladder may not be placed against a window, glass or any other material which is unlikely to withstand the force exerted on it by the top of the ladder.

A ladder may not be placed in front of a door or window that opens towards the ladder unless the door or window has been locked or barricaded.

When a ladder is used near an entrance or exit, the base of the ladder must be barricaded. Materials and / or equipment may not be placed near the base or landing of any ladder.

When ascending or descending a ladder, a person must always face the ladder and use both hands (i.e. maintain three points of contact).

Nothing may be carried up or down a ladder if it prevents the person from holding on to the ladder with both hands. Tools must always be properly secured. This can be achieved by attaching them to the wrist using lanyards or placing them in a tool belt around the waist. Tools and materials may also be carried in a bag over the shoulder or hoisted to the landing using a tool bag and rope.
Only one person at a time may use (i.e. be positioned on) a ladder.

No person may stand or step above the third rung from the top of a straight ladder or above the second highest step of a stepladder.

Overreaching from a ladder is prohibited. If the target is not within comfortable reach, the person must climb down and reposition the ladder.
No person may run up or down a ladder or jump from the lower rungs or steps to the ground.
All ladders must be properly maintained and cared for.
Ladders must be stored under cover and should be hung in a horizontal position from several brackets.

No ladder may be left lying on the ground or be left exposed to the weather. A ladder left lying on the ground presents a tripping hazard and it may be damaged by vehicles running over it.
No ladder may be left in such a position where it may fall over, be accidentally knocked over, or be blown over by the wind.

Ladders may not be painted, as the paint may conceal damage, defects, labels or other markings.
Instead of paint, clear varnish or wood oil may be used to preserve wooden ladders.
Ladders must be kept clean, as dirt may conceal damage or defects. Oil or grease accumulation on the rungs of a ladder may cause a person to slip.

Before making use of a ladder, each person must try to remove mud, oil, grease, etc. from his boots.

16.14 Permit to Work

All personnel must comply with the Permit to Work system applicable to the project.
A Permit to Work must be obtained before carrying out any work that involves:

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- A hazardous energy source or system, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic) – isolation and lockout may be required;
- Confined space entry;
- Working at height;
- A critical lift;
- Hot work outside of designated workshops;
- Excavation; or
- A service (e.g. water supply, fire suppression systems, etc.).

Note: A Permit to Work may only be issued by an Authorised Person and may only be received (or accepted) by an appointed Applicant (see Definitions).

Each Permit to Work that is issued must refer to an approved Task-Based Risk Assessment for the work that is to be carried out.

The Permit to Work system that is employed must incorporate the following basic procedures:

- Prior to meeting with the Authorised Person, the Applicant must familiarise health and safety with all the hazards associated with the system, plant, equipment, structure or area on or in which the work must be performed. He must also consider the risks that may arise because of the tasks that will be carried out. A Task-Based Risk Assessment must be in place;
- The Applicant must then request permission to carry out the work and must meet with the Authorised Person to discuss and document the scope of the work as well as the hazards, risks and associated control measures. Isolation and lockout requirements must be identified (if applicable). The isolation and lockout process must be initiated by the Authorised Person who must contact the necessary Isolation Officers.

Note: The Applicant must ensure his own safety and that of his team and has the right to accompany the Isolation Officers to verify that all of the necessary locks have been fitted to all of the isolation and lockout points in accordance with the applicable plant or equipment-specific Isolation and Lockout Procedure.

- Once all of the necessary isolations have been completed and the necessary Clearance Certificates have been issued by the Isolation Officer(s) (if applicable), and the Authorised Person is satisfied that the system, plant, equipment, structure or area is safe to work on or in provided all identified precautions are observed by the Applicant, then he must issue (sign) the Permit to Work to the Applicant;
- The Applicant must accept (sign) the Permit to Work. If equipment has been isolated, the Applicant must attach his Personal Lock to the relevant Isolation Bar (or Local Isolation Point) and must ensure that every other person working on the isolated equipment also attaches his or her Personal Lock to the Isolation Bar (or Local Isolation Point) before starting any work;
- Before commencing with any work, the Applicant must discuss the hazards, risks, control measures, precautions and limitations as stated in the Permit to Work (and associated Task-Based Risk Assessment) with all personnel who will be carrying out the work. A register must be kept and all persons must sign the register once they have been briefed by the Applicant;

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- The work performed must be limited to what is described in the Permit to Work;
- When a particular employee has completed his work, he must sign the personnel register to this effect and (if applicable) must remove his Personal Lock from the Isolation Bar (or Local Isolation Point);
- Once all work is complete, the Applicant must:
  - Ensure that all machine guards have been replaced;
  - Ensure that all tools and materials have been removed from the work area;
  - Ensure that the work area is clean and tidy;
  - Ensure that all Personal Locks (including his) have been removed from the Isolation Bar or Local Isolation Point (if applicable);
  - Inform the Authorised Person that the work has been completed; and
  - Sign off the Permit to Work.
- Once the work is complete and the Applicant has signed off the Permit to Work, the Authorised Person must:
  - Ensure that the relevant Isolation Officers perform all the necessary de-isolations (if applicable);
  - On completion of the de-isolations, sign off the Permit to Work accepting the system, plant, equipment, structure or area back for service; and
  - Inform all relevant personnel that the system, plant, equipment, structure or area is ready to use.
  - Where the work must continue over more than one shift, the Permit to Work must be reviewed at every shift change by an Authorised Person. If the scope of work has changed, the permit must be cancelled and a new permit must be issued.

If any of the original conditions or precautions pertaining to the work is not being complied with, is no longer adequate or is no longer applicable, the Authorised Person must cancel the Permit to Work and must ensure that all work stops until full compliance with either the original or amended (as required) conditions and precautions is achieved and a new permit has been issued.

The Applicant must ensure that the Permit to Work (including the personnel register) is kept where the work is being carried out (i.e. posted on a portable Health and Safety Management Information Notice Board) and that the work is monitored against the permit conditions.

All Permit to Work records must be retained and must be made available for inspection when required.

The implementation of the Permit to Work system applicable to the project must be audited on a regular basis by a nominated project management representative. Furthermore, planned task observations must be carried out periodically.

Note: In addition to obtaining Permits to Work as and when required for specific hazardous activities (identified in this standard), each contractor must obtain a General Work Authorisation from a nominated project management representative monthly. A General Work Authorisation is valid for one calendar month and authorises the contractor's planned work activities. To obtain a General Work Authorisation, the contractor must provide a documented work plan for the month together with the necessary Task-Based Risk Assessments.

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16.15 Isolation and Lockout

Isolation and lockout procedures that make it impossible to inadvertently energise any system, plant or equipment so isolated, must be in place for all work where hazardous energy sources exist, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic). These procedures must be strictly enforced.

All personnel must comply with the isolation and lockout system and procedures applicable to the project.

All Isolation and Lockout Procedures must incorporate the following basic requirements:

- The issuing of a formal Permit to Work for any work that requires the isolation of any system, plant or equipment;
- The use of defined Equipment, Discipline and Personal Locks (see Definitions), and multiple lockout systems (i.e. Isolation Bars and lockout hasps);
- Clear identification of all isolation and lockout points ensuring there is no duplication;
- Isolation of the main energy source;
- The use of slip plates or the blanking off of pipelines or ducting, in addition to the chaining and locking of valves, as determined by a risk assessment;
- Suitable methods of preventing the movement of equipment; and
- Methods to test the effectiveness or completeness of the isolation.

Note: No work may commence on a system, plant or equipment until a Permit to Work has been issued by an Authorised Person.

Note: A Permit to Work may only be issued by an Authorised Person once all required Clearance Certificates have been issued by appointed Isolation Officers.

The isolation and lockout system that is employed must incorporate the following basic procedures:

- In accordance with a system, plant or equipment-specific Isolation and Lockout Procedure, an appointed Isolation Officer(s) must isolate all points that need to be isolated to render the system, plant or equipment safe to work on. An Equipment Lock (and a suitable, highly visible warning tag) must be attached to each isolation point;
- On completion of an isolation (and lockout), the Isolation Officer must clear the area of all persons and must then carry out tests to ensure that the isolation is effective. This may be done by pressing a start button or by asking a control room operator to try to start the equipment. Special care must be taken to ensure that the attempted starting of the equipment has not been deactivated by another interlock forming part of the system, or by a different up-stream isolation. Alternatively, appropriate equipment may be used to test for energy (e.g. voltage verification or continuity tests).

Note: In the case of electrical isolation, a test for voltage must be carried out, after the switching device, to ensure the absence of voltage.

- The Isolation Officer must place the key to the Equipment Locks on an Isolation Bar (at a Lockout Station) and must then attach a Discipline Lock (to prevent the key from being removed) before issuing a Clearance Certificate;
- The Discipline Lock must remain in place when handing over to subsequent shifts. All Discipline Locks for a particular discipline (e.g. low voltage electricity) must be

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keyed-alike so that any Isolation Officer appointed for that discipline (and issued with a key) can open any of the Discipline Locks used for that discipline.
This enables an Isolation Officer to de-isolate equipment that may have been isolated by another Isolation Officer during an earlier shift. Appointed Isolation Officers for a particular discipline are the only persons permitted to hold keys to the Discipline Locks used for that discipline.

Note: Local isolations do not require the use of Equipment Locks (a Discipline Lock may be attached to the Local Isolation Point by the Isolation Officer, followed by the necessary Personal Locks).

Note: For local isolations, if the Isolation Officer is the only person who will be working on the isolated equipment, then he must attach his Personal Lock to the Local Isolation Point.

- Once all required Discipline Locks are in place (i.e. attached to the Isolation Bar) and all Clearance Certificates have been issued, the Permit to Work may be issued by the Authorised Person;
- Each person who will be working on the isolated system, plant or equipment must then attach his or her Personal Lock to the Isolation Bar before starting any work (including the Isolation Officer, if he intends to work on the isolated unit);
- The attachment of a Personal Lock to the Isolation Bar prevents the removal of the key to the Equipment Locks even if the Discipline Lock is removed;
- When called (by an Authorised Person) to de-isolate the system, plant or equipment (on completion of the work under the Permit to Work), the Isolation Officer must ensure that all Personal Locks have been removed from the Isolation Bar before removing the Discipline Lock and the key to the Equipment Locks;
- Before removing the Equipment Locks and de-isolating the energy source, the Isolation Officer must inspect the system, plant or equipment that was worked on to ensure that it is safe to perform the de-isolation. This includes guard inspections, housekeeping, ensuring that all doors and covers are in place, and most importantly, ensuring that no persons are present;
- Once all Equipment Locks have been removed and the system, plant or equipment is safe for use, the Isolation Officer must cancel the Clearance Certificate and inform the Authorised Person that the unit has been de-isolated.

Where a system, plant or equipment is sequence interlocked and a hazard could be created through the inadvertent start up or shut down of a system, plant or equipment lying before or after the unit to be worked on, then that system, plant or equipment must also be isolated and locked out.
Redundant or out of service equipment must, in addition to being isolated and locked out using the relevant Discipline Lock, be fitted with a tag indicating why it is out of service, who performed the lockout, and the hazards associated with that equipment.

Where it is necessary to work on live equipment for the purposes of commissioning, testing, adjusting and sampling, such work must be carried out in accordance with a written Safe Work Procedure and controls must be in place to prevent unauthorised access into the work area.
The implementation of the isolation and lockout system and procedures applicable to the project must be audited on a regular basis by a nominated project management representative. Furthermore, planned task observations must be carried out periodically.

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16.15.1 Personal Locks

A Personal Lock must be such that it can only be unlocked by the person to whom it belongs. Combination locks may not be used.

A Personal Lock, as well as the key(s) to the lock, must be kept under the exclusive control of the person to whom the lock belongs.

A Personal Lock must be issued to each person who requires one, and the person's details must be clearly and permanently engraved directly onto his Personal Lock. Alternatively, a thick durable plastic identification tag may be used that clearly displays the company's name, the employee's name, the employee's company number, and a contact telephone number (the tag must be securely fastened to the Personal Lock). Where the above is handwritten, it must be done using a permanent marker pen and it must be legible.

Each person issued with a Personal Lock must be trained and certified competent in the correct use of such a lock.

A Personal Lock may NEVER be removed by anyone other than the person to whom it belongs, except if the removal (cutting) of the lock is authorised by the nominated project management representative (in the absence of this person, authorisation can only escalate upwards). Furthermore, the removal of the lock must be done under the personal supervision of the nominated project management representative, and in accordance with a written procedure. The removal (cutting) of a Personal Lock may be required if the person who applied the lock is unable or unavailable to remove it on completion of the work (e.g. lost his key, failed to remove his lock before going home, etc.).

16.16 Electrical Safety

All electrical work must be carried out by competent personnel in accordance with all legal requirements, codes, design criteria and safety standards applicable to the project.
Each contractor carrying out electrical work on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard.
All persons who will be carrying out electrical work must be certified against the requirements of job and equipment-specific electrical competency standards for the project, which must address job and equipment-specific Safe Work Procedures.

Each person potentially exposed to electrical hazards must receive electrical hazard training at the commencement of his employment on site and thereafter on an annual basis. The training must address the equipment and conditions specific to the area where the individual will be working. The training material must be documented, and training records must be kept.

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16.16.1 Electrical Installations

Each electrical installation (temporary or permanent) installed or worked on by a contractor must be inspected by a nominated project management representative to ensure that the installation complies with all statutory requirements, codes, design criteria and safety standards applicable to the project.

A nominated project management representative must approve all electrical work before the installation is energised. Any installation deemed unsatisfactory by a nominated project management representative must be removed, repaired or modified by the contractor at his expense.

For every permanent or temporary electrical installation, a certificate of compliance must be issued by a competent and appropriately qualified electrician. These certificates must be available for inspection.

Single line diagrams (with supporting documentation) must be produced and maintained for all electrical installations. This information must include system fault calculations, equipment details, electrical protection discrimination curves, and cable ratings.

Work on electrical installations (new installations, and modifications or repairs to existing installations) may only be carried out by qualified and authorised personnel (i.e. electricians).
Electrical safety devices (specifically, earth leakage protection and overcurrent protection) must be installed on all distribution circuits and the settings must be established by suitably qualified personnel.

A suitable numbering and / or labelling system must be used so that each circuit breaker or earth leakage device can be clearly and readily matched with the outlet or equipment that it protects.
To ensure the safety of the user, each distribution panel must be completely enclosed, must be of the dead-front type, and must be properly constructed and earthed.

All electrical cabling must be covered (e.g. in cable trenches) or elevated (in cable trays) to protect it from damage and to eliminate tripping hazards.

All permanent and temporary electrical installations (cabling, sockets, distribution panels, transformers, switchgear, etc.) must be inspected and tested by a competent and suitably qualified electrician monthly. The testing must include a grounding (earthing) continuity test and testing of the electrical safety devices. Details of these inspections and tests must be recorded in a register which must be made available to the nominated project management representative for inspection.

A rigorous Isolation, Lockout and Permit to Work system must be applied to all electrical work (i.e. work on electrical installations, machinery or equipment). All personnel must comply with the system and procedures applicable to the project.

Before any work on an electrical installation or equipment is carried out, the installation or equipment must be de-energised.

No electrical work may be performed live, regardless of the voltage, unless written approval is obtained from the nominated project management representative (a

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justification as to why it is necessary for the work to be carried out with the equipment in an energised state must be provided).
For all energised electrical work, a Safe Work Procedure must be in place and, except for voltage testing and where no tools are used, a Permit to Work (specifically authorising energised electrical work) must be issued.
When carrying out any energised electrical work, approved electrically insulated gloves, blankets, mats and other protective equipment must be used.

Control centres, switchgear rooms, substations, generators, transformers, capacitor banks, and other similar electrical plant and equipment must be appropriately guarded and labelled and, except for emergency shut-off mechanisms, must be made inaccessible to unauthorised personnel (i.e. plant or equipment of this nature must be positioned within rooms or fenced enclosures which must be kept locked).

Appropriate warning signage must be prominently displayed within, and at all entrances to, these rooms or enclosures. The signage must indicate that unauthorised persons are prohibited from entering, that unauthorised persons are prohibited from handling or interfering with any electrical plant or equipment, the procedure to be followed in the event of a fire, and the first aid procedure to be followed should a person suffer electric shock. Suitable fire-fighting equipment must be provided in all such rooms or enclosures.

All electrical panels must be kept locked (using keyed-alike padlocks). Keys may only be issued to authorised personnel.

All un-insulated (bare) or partially insulated conductors must be enclosed and protected to prevent accidental contact therewith. Measures must be taken to prevent unauthorised access and appropriate warning signage must be conspicuously displayed.

Only authorised persons may enter rooms or enclosures housing electrical plant or equipment, and only authorised persons may access electrical panels or cabinets, and cable ducts or trenches. If any work must be carried out in such an area or on such equipment, a Permit to Work must first be obtained from the nominated project management representative.

No connection to any electrical system may be made without prior approval and a valid Permit to Work from the nominated project management representative.

No electrical equipment or apparatus may be modified without written authorisation from the nominated project management representative.

Conductive ladders may not be used in proximity to non-insulated electrically energised lines or equipment.
All permanent and temporary electrical cables, whether energised or not, must always be handled as if they are energised.

Only appropriately certified intrinsically safe electrical equipment may be used in flammable or potentially explosive atmospheres such as in confined spaces.
Any equipment or structure on which electric charges may accumulate (such as storage tanks) must be grounded (earthed).

Lightning protection must be provided on all tall structures and buildings.

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Grounding (earthing) and lightning protection systems and devices must be designed, engineered, selected and installed based on site-specific requirements.
Before carrying out any excavation work, a Permit to Work (specifically authorising the excavation activities) must be obtained from the nominated project management representative. Such a permit must not be issued until it has been verified that no buried hazards or services exist where the excavation work is to be carried out (refer to the Excavation Standard).

16.16.2 Arc Flash Safety

Depending on the scope and nature of the work, a documented arc flash protection programme must be in place that specifies:

- The methodology for calculating incident energies and determining flash protection boundaries; and
- The PPE required (specific to a task and the equipment on which the task is performed) and associated procedures to mitigate the hazard.

The method of calculation must be based on regional electrical code requirements, or if none exist, the Institute of Electrical and Electronics Engineers (IEEE) Standard 1584, or the United States National Fire Protection Association "Standard for Electrical Safety in the Workplace" (NFPA 70E) or published equivalent.

An Arc Flash Hazard Assessment must be carried out based on accurate and current data. All electrical cabinets where the potential for an arc flash hazard exists must be labelled in accordance with the hazard assessment and the potential incident energies calculated.

A process must be in place for updating the Arc Flash Hazard Assessment and labelling as changes and electrical upgrades occur that might affect the available short circuit current on the system.
To mitigate the hazard, Safe Work Procedures must be in place and all persons potentially exposed to arc flash hazards must be trained in these Safe Work Procedures and must be supplied with appropriate arc flash PPE.

16.16.3 High Voltage Power Lines

Before any mobile equipment (such as a crane, bulldozer, back-actor, boom truck or drill rig) is mobilised to a work site, an assessment must be carried out (including a thorough inspection of the work site and the access route) to clearly identify any overhead or underground power lines.

A system must be in place to mitigate the risks associated with working near power lines and suitable measures must be taken to prevent personnel or equipment from coming into contact with power lines. Extreme caution must be exercised.
Where possible, exclusion zones (based on minimum clearance distances specified by the electrical power utility or the nominated project management representative) must be created with rigid barriers and warning signs.

Only in exceptional circumstances, and then only after a detailed method statement and risk assessment has been approved, all necessary mitigation or control measures are in place (including the use of a spotter), and a Permit to Work has been issued by the nominated project management representative, may equipment be operated within one boom length of energised overhead power lines. Suitable protective insulating barriers may need to be used.

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If possible, the power lines must be de-energised and isolated while the work is carried out.
All equipment operators and rigging personnel must be trained in the hazards and the applicable safe approach distances (exclusions zones) associated with overhead power lines.

A procedure must be in place for the evacuation of mobile equipment or a vehicle in the event of accidental contact with power lines. All operators must be trained in this procedure and must follow it implicitly.

Scaffolding may not be erected within 5 metres of power lines or overhead track equipment.

16.16.4 Portable Electrical Equipment

Prior to site establishment, each contractor must provide a complete inventory of all portable electrical equipment that he and his sub-contractors intend to use on the site (including plant, machines, appliances, generators, hand tools, lighting, extension cords, etc.). The nameplate data for each item of equipment must be included.

All portable electrical equipment to be used on the site must be supplied and maintained in a serviceable condition.
Any electrical equipment that is in poor condition or is not in proper operating order may not be used. Any electrical equipment that a nominated project management representative deems to be unsafe or unsuitable must be removed from site.

Electrical repair work or diagnostic work on electrical equipment may only be performed by personnel who are competent and authorised to perform this work (i.e. qualified electricians).
Except for double-insulated equipment, all electrical equipment must have an equipment grounding (earthing) conductor that connects the frame of the equipment being utilised to the grounding (earthing) conductor of the electricity supply system.

All electrical equipment and all electricity supply systems used (including generators) must be inspected and tested by a registered and competent electrician to ensure that all equipment is properly grounded (earthed).

All electrical equipment used on site must be supplied electricity through (i.e. must be protected by) an approved and tested residual current device (or earth leakage device or unit). If a socket outlet does not have a residual current device in the circuit, a portable residual current device must be used. Outlets without residual current device protection must be labelled as such.
Any electrical equipment that causes an earth leakage device to trip or deactivate the circuit may not be used again until an electrician has inspected and tested the equipment and has recorded in a register that the equipment is safe to use.

Interlocks may never be removed or modified, and fuse terminals may never be bypassed to keep current flowing in any circuit.
All generators must be fitted with suitable overcurrent protective devices (i.e. circuit breakers or fuses).
All generators must be used in compliance with the manufacturer's requirements. Any proposed modification to a generator must be authorised in writing by the manufacturer prior to the modification being made.

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Each welding machine used on site must be fitted with a Voltage Reduction Device (VRD). If this is not practical (i.e. for arc welding processes other than stick welding), a dead man's (isolation) switch in the electrode circuit (operated by a trained observer) may be used as an alternative. All welding machines must be properly grounded (earthed).

All portable electrical hand tools used on the site must be double insulated.
Electrical equipment must be disconnected or unplugged when not in use.
Portable lights must be stable, and each light bulb must be protected by a substantial guard.
Temporary festoon lighting must be double-insulated and must be supported at least 2.5 metres above the floor, if possible.

Handheld lights must be of the all-insulated type and must be extra low voltage (i.e. not exceeding 32V). 120V or 240V handheld lights are not permitted.
Any lighting used in hazardous locations (i.e. potentially explosive atmospheres, confined spaces, and damp or wet areas) must be operated at a maximum of 32 volts, unless earthed and protected by earth leakage devices.
No person may wear a watch or any jewellery or carry any metal objects such as a lighter or keys, while working on any electrical system or equipment.
No person may work on or use electrical equipment if his clothing is wet, or any part of his body is in contact with water.

No person may handle electrical equipment, equipment cords or extension cords with wet hands or if the floor or ground surface is wet.
Fire extinguishers filled with carbon dioxide must be used to fight electrical equipment fires (water may never be used). If possible, the electrical equipment should be de-energised before fire-fighting activities commence (refer to the Fire Protection and Prevention Standard).
When cleaning or performing maintenance work on an item of electrical equipment, the equipment must be unplugged.

Equipment may not be unplugged while that equipment is switched on. Nor may equipment be plugged into a receptacle (socket) with the equipment's switch turned on.
Electrical equipment that has a defective plug or wiring may not be used. Repair work to defective or damaged electrical equipment may only be carried out by a qualified electrician.
Extension cords may be used for temporary applications only. Permanent cabling must be installed for long-term needs.

Extension cords may not be run through doors, windows, ceilings or holes in walls.
An extension cord must be uncoiled completely before it is used.
An extension cord must be of sufficient current-carrying capacity to power the equipment that it is supplying electricity to. Cords must not be overloaded.
Extension cords must be unbroken and continuous (i.e. no joins or splices in the cord are permitted).

Extension cords may not be daisy-chained (i.e. one extension cord plugged into another extension cord).
Extension cords and equipment cords may not be modified to fit a receptacle (socket).
Two-conductor extension cords may not be used. A three-conductor extension cord (i.e. a grounded or earthed cord) must be used even if the equipment that it is supplying electricity to uses a two-prong plug.

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Extension cords that are frayed, have insulation tears, cracks or abrasions, have exposed conductors, or have bent, broken or "spread" plug prongs may not be used.
Extension cords that will be used outdoors must have heavy duty insulation and must be weather and UV resistant.

All electrical equipment cords and extension cords must be covered or elevated to protect them from damage and to eliminate tripping hazards.
Each contractor is responsible for protecting his electrical equipment from the weather and from possible mechanical damage.

All portable electrical equipment (including generators) must be inspected, tested and tagged by a competent and appropriately qualified electrician monthly. Details of these inspections and tests must be recorded in a register which must be made available to the nominated project management representative for inspection.

The inspection and testing must include a continuity test of the grounding (earthing) conductor (as applicable) and a complete examination of the equipment or system to assure safe use.
The following colour coding system must be used for the tagging of all electrical equipment:

Table 16-2 Colour Coding System for Electrical Equipment

Month		Tag Colour	Month	Tag Colour
January		Red	July	Red
February		Blue	August	Blue
March		Orange	September	Orange
April		Green	October	Green
May		White	November	White
June		Yellow	December	Yellow

The tag placed on a piece of equipment must be traceable to an entry in a register where the following information concerning the inspection and testing of that piece of equipment must be recorded:

- Date of inspection and testing;
- Equipment description;
- Equipment owner;
- Equipment location;
- Name, signature and licence number of the electrician who carried out the inspection and testing; and
- Comments concerning the inspection and testing, and details of any repair work carried out or required.

Any item of electrical equipment that does not pass an inspection or test must be removed from service (and tagged, "Out of Service") immediately and must then either be repaired (if possible) or removed from site.
Any item of electrical equipment without a tag or with an out-of-date inspection or test may not be used.

Any item of electrical equipment found without a tag or with an out-of-date inspection or test must be removed from service until it has been inspected and tested. If it is found

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that more than one item of equipment being used by a contractor has not been inspected and tested as required, all work with electrical equipment must be stopped until it can be demonstrated to the satisfaction of the nominated project management representative that the contractor's systems and controls are adequate and fully implemented.

In addition to the formal monthly inspections and testing carried out by an electrician, electrical equipment (particularly extension cords, portable hand tools, welding machines, compressors and pumps) must be visually inspected by the user daily prior to use. Users must be trained to look for cracks in casings, loose casings, outer cord sheathing that is not being held firmly in position at the equipment, cuts or cracks in cord or cable insulation, exposed conductors, damaged plugs or sockets, and missing covers. Damage and / or defects must be reported immediately.

Personnel must immediately stop using and report any electrical equipment or machinery that is shocking, sparking, overheating or smoking. Corroded outlets, switches and junction boxes must also be reported.

16.17 Confined Spaces

Entry into a confined space occurs when a person's whole body, upper body or head is within the confined space. This is not intended to prevent an authorised, competent person from inserting only his arm into the space to test for hazards using appropriate monitoring equipment. Precautions must be taken to prevent persons from being overcome by atmosphere escaping from the confined space.

Before any person enters a confined space, a detailed risk assessment must be carried out, including the need for an authorised person to assess such things as oxygen levels, contaminants, temperature extremes and concentration of flammable substances.

As a minimum the risk assessment shall address the following:

- Isolation and lockout procedures required for chemical substances, mechanical or electrical energy, steam, pressure, heat, gases, liquids and solids;
- Venting, purging, draining and cleaning prior to entering the confined space;
- Hazards created by carrying out tasks or through the use of chemical substances in the confined space. Task-Based (or Issue-Based) Risk Assessments and/or Written Safe Work Procedures must be available for work in confined spaces - in particular for abrasive blasting, welding, flame cutting, grinding, chemical/steam cleaning, rubber lining and painting;
- Entry, exit and escape routes as well as barricading;
- The electrical safety, intrinsic safety and other safety specifications of equipment to be used in the confined space (explosive atmospheres must be considered);
- The need to test for presence of toxic/asphyxiant substances, radioactivity, oxygen, temperature extremes and flammable substances prior to entry and during the performance of work;
- Provision of suitable mechanical ventilation and personal protective equipment e.g. lifejackets etc. and the use of respiratory protection such as compressed air breathing apparatus; and
- A ventilation rate suitable for general use must consider factors such as air contaminant type, rate of generation, rate of oxygen depletion, temperature, efficiency of ventilation distribution and contaminant removal from the breathing zone. Therefore, each situation needs to be evaluated on its own merit by a risk assessment that will select a combination of ventilation method and respiratory

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protection that suits the particular circumstances. This must be achieved by consultation between competent operations personnel, engineers and a ventilation specialist.

Entry and work inside a permitted confined space must be controlled and regulated by the project Isolation / Lockout and Permit to Work control systems. The Authorised Person issuing the Permit to Work may only do so if the conditions applying to the specific confined space entry have been satisfied and documented.

As a minimum, the following must be included in the permitting process:

- Access barriers to prevent unauthorised entry;
- Isolation procedures for contaminants and other energy sources;
- The need for breathing apparatus / ventilation requirements;
- The sign-in and sign-out of all persons entering the confined space;
- Display of the permit;
- Communication procedures and/or equipment;
- Safety specifications of equipment to be taken into the confined space;
- Barricading of entrances and exits;
- Rescue plan and equipment;
- Standby person(s); and
- A completion and lock-in procedure (to ensure that space is evacuated and adequately secured).

The Permit to Work process must require competent rescue persons with suitable communication, rescue and firefighting equipment to be present where any of the following may exist:

- Compressed air breathing apparatus is required;
- There is a high risk of fires or explosions;
- The atmosphere can rapidly become unsafe for breathing purposes if the mechanical ventilation fails;
- There is a high risk of flooding or engulfment;
- Narrow tunnels or pipes are entered or where exit or escape routes cannot readily be accessed
- Work is done in remote areas; and
- A single person, who cannot be observed directly or is isolated from other workers, does the work.

Where testing for toxic/asphyxiate substances, radioactivity, oxygen, temperature extremes and other health hazards as well as for flammable substances is carried out, it may only be done by persons trained, tested and certified competent in writing to do so. The ventilation method and quantity must be adequate to ensure oxygen levels, and explosive or toxic gas levels remain within acceptable defined limits. Where ventilation is required, this must be covered by an approved documented procedure.

As a minimum standard, the volume of air pumped in and circulated in a confined space needs to be equivalent to 20 times the volume of the space per hour.

Where breathing apparatus or respiratory equipment is required, the contractor's Health and Safety Officer must be consulted about the specification and selection of suitable equipment.
All persons required to use respiratory protection must be medically fit and trained in the correct use of the equipment.

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Safe and convenient entry, exit and escape routes from the confined space must be provided where possible and practical. Where this cannot be achieved effectively, the risk assessment must determine if a competent rescue person must be on duty at the confined space when work is in progress.

Where a standby/rescue person is required, they will have no other duties and will always be positioned outside the confined space entry point while personnel are within the space.

16.18 Conveyors

The contractor must ensure that no person attempts to cross / climb over or under any conveyor. Instead, a safe passageway (a crossover or an underpass fitted with safeguards) must be used.
No person may climb onto, sit on, stand on, or walk on a conveyor at any time. Riding a conveyor belt is strictly forbidden.

No person may operate a conveyor other than trained, competent and appointed conveyor operators.

Only authorised maintenance personal are permitted to work on conveyors and only if all energy sources have been effectively isolated and locked out and a Permit to Work has been issued by an Authorised Person.

Working on an operational conveyor is strictly prohibited.
No work may be carried out within three metres of an operational conveyor.

16.19 Arc Welding

All welding machines must be fitted with voltage reducers.

The supply cable to every welding machine must be correctly rated and fitted with an approved plug to be used only with an approved matching plug socket.
The electrical circuit to every plug socket must be protected by a correctly rated circuit breaker and a supply voltage rated earth leakage unit.

Welding cables must be properly insulated and correctly rated for the welding machines on which they are to be used.

Welding cable terminals must either be covered with a properly designed, constructed and installed cover so that inadvertent human contact with the terminals is impossible, whether the cables are connected or not, or the welding cables must be fitted with insulated plugs so that inadvertent human contact with any live part is impossible when the cables are plugged into the machine. Also, the plug socket should be such that when the cables are not plugged in, inadvertent contact with a live part of the socket is impossible.

Earth cable clamps and electrode holders must be of an approved type. Earth clamps and electrode holders must be fixed to welding cables with eye terminals and bolts.
All welding machines and safety devices must be subjected to regular planned maintenance and a monthly electrical inspection. The inspection must include a test to ensure that the voltage reducer is functioning properly, by measuring and confirming that the open circuit output voltage is reduced.

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Before using a welding machine, the welder must ensure that he is wearing all the required and approved protective clothing and equipment:

- Persons assisting the welder must also wear all of the required personal protective Welding hood;
- Leather welding gloves;
- Safety boots with steel toe protection;
- Flame resistant overalls; and
- Any other clothing or equipment necessary to perform his work safely and efficiently.
- equipment.

When changing electrodes or moving the earth clamp, the welder or his helpers must wear gloves to avoid possible skin contact with live electrical parts and to prevent burns. When attaching welding cables to the terminals of the welding machine, the welder or his helpers must wear gloves, or preferably, the machine should be switched off to avoid possible electric shock.

Helpers who may be holding the work piece being welded must wear gloves and protective goggles.
Where practicable the welder should place protective screens around the area where he is welding, to prevent injury to the eyes of passers-by.

The welder must ensure that the earth cable follows the shortest practical route between the welding machine and the work piece. The earth connection must be directly between the welding machine and the work piece and no building or other structure must form part of the earth return path.

As far as is practicable, the welder should avoid welding under wet or damp conditions. If this is unavoidable, the following precautions should be taken:

- Use only oil filled or other watertight type welding machine;
- Keep the electrode holder as dry as is practical;
- Keep as dry as possible. Stand on an elevated surface out of the water and wear watertight boots and a rain suit. Also ensure that the gloves are in good condition, free of holes.
- Under conditions that result in high perspiration levels, the following measures should be implemented:
- Use an insulated electrode holder;
- Change clothing regularly (if possible);
- Use insulated material like rubber mats and/or timber tuck board to separate yourself from the work piece;
- Wear dry gloves on both hands during welding;
- Use fans and air-conditioning to reduce humidity and temperature; and
- Use an observer capable of responding in an emergency.

When working inside metal vessels or under other conditions where parts of his body may encounter conducting surfaces, the welder must take precautions to insulate health and safety from such surfaces.

When working in confined spaces, the welder must take steps to ventilate the area to prevent inhalation of fumes, which may endanger his health and the health of any assistants.
Engine powered welding machines must not be used in any place that is not very well ventilated since the welder and his helpers may be overcome by carbon monoxide fumes.

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The welder should take the necessary precautions when welding objects that may catch alight, explode or release poisonous fumes or gases.

16.20 Gas Welding and Burning

Welding or cutting torches and hoses shall not be connected to cylinders when stored. When work is stopped and equipment is unattended, all valves at the gas and oxygen cylinders shall be closed. The hoses shall be bled, and a check shall be made later for possible pressure build-up. Torches shall be removed from the hoses prior to putting them into the toolbox. Smoking SHALL NOT be permitted during this stopping procedure.

Special care shall be taken during overhead cutting and welding operations to safeguard and prevent falling sparks from starting a fire.
Warning signs shall be posted around and at each level below the area of each overhead welding or burning operation. Fire extinguishers shall be available and fire blankets shall be used for protection.

When welding or cutting, adequate ventilation must be ensured / provided.
Hoses shall be kept clear from passageways, ladders and stairs. When hoses are subject to damage, they shall be properly protected. Hoses shall be inspected daily.
Fire extinguishers shall be ready for instant use in locations where cutting is performed.

Flash-back arrestors must be fitted to all cutting torches at the torch and at the bottle (a total of four arrestors).
Lighting of the cutting and welding torches must only be done using a striker and not an open flame.

Soap Leak tests must be performed on all flash-back arrestors.

Hoses may only be secured using approved hose clips, and not by wire, cable ties or any other means.
Special care shall be taken when welding with respect to piping that has been painted, as toxic fumes may be emitted in some cases. The supervisor's advice should be sought prior to the above welding operations being carried out.

16.21 Compressed Gas Cylinders

The contractor must establish a suitable storage area for oxygen, acetylene, LPG and argon cylinders in compliance with the following requirements:

- The storage area must be located at least 10 metres away from any building, and must be well ventilated;
- The storage area must have a concrete floor;
- The storage area must be enclosed using wire mesh fencing (as this will ensure adequate ventilation). This enclosure must be kept locked. Access into the storage area must be limited and controlled;
- A protective covering or roof must be fitted to the enclosure to provide shade;
- The enclosure may not be used for the storage of any other materials / equipment, and must be kept completely free of all combustible materials at all times;
- Appropriate warning signage (i.e. "No Smoking" and "No Naked Flames") must be prominently displayed on the enclosure;
- A 9kg dry chemical powder fire extinguisher must be mounted near the entrance to the enclosure

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- If electrical lighting is required, it must be of an approved intrinsically safe type;
- Oxygen, acetylene, argon and LPG cylinders must be stored separately in the enclosure. Furthermore, full and empty cylinders must be separated. Separate storage sections must be clearly designated within the enclosure for the different gas types, and for full and empty cylinders, i.e. oxygen – full, oxygen – empty, acetylene – full, acetylene – empty, etc.;
- When a cylinder is empty, the cylinder cap must be replaced to protect the valve. Empty cylinders must be clearly marked (there must be no need to open valves to check if cylinders are full or empty);
- All cylinders must be stored in an upright position and must be secured in this position by chaining, strapping or clamping them individually to a wall, a cylinder trolley, rack or carrier, or some other rigid structure;
- Cylinders must be stored in rows (when necessary due to the number of cylinders) with aisles between the rows to facilitate easy and rapid removal in the event of a fire;
- Oxygen cylinders may never be stored near highly combustible materials, particularly oil and grease, or near fuel gas cylinders. When in storage, oxygen cylinders must be separated from fuel gas (LPG and acetylene) cylinders by a distance of 6 metres or by a 2-metre-high wall made of fire-resistant material;
- The total quantity of gases stored on site must be limited to a 2-week supply.

Compressed gas cylinders must always stand upright (i.e. when being used, stored or transported) and must be properly and individually secured to prevent them from falling over.
Cylinders must be protected from flame, heat and from being struck by moving equipment and falling objects.

When handling gas cylinders (whether full or empty), care must be taken to prevent sudden impacts.
Whenever a cylinder is not in use, the protective cap must be in place to prevent the valve from being damaged.
Gas cylinders may not be carried, dragged, rolled or slid across a floor or surface.
When gas cylinders are to be moved / used, they must be placed in a proper cylinder trolley fitted with a 1.5kg dry chemical powder fire extinguisher.

Gas cylinders may not, under any circumstances, be used as rollers or work supports.
If transported by crane, hoist or derrick, compressed gas cylinders must be placed in a suitable cradle, net or skip box. Cylinders may NEVER be lifted using wire rope, fibre rope, a web sling or a chain sling. Before moving / transporting a gas cylinder, the regulator must be removed, and the protective valve cap must be replaced.

Gas cylinders may not be taken into a confined space. Gas hoses that are run into a confined space must be removed during breaks.
Gas cylinders may not be placed on scaffolding.

Cylinder valve keys must be in place. If no suitable valve key is available, then the cylinder may not be used. Nothing but the manufacturer-supplied key may be used to open the valve.
A flashback arrestor and a check valve (non-return valve) must be installed between the regulator and the hose and between the hose and the torch on the oxygen line and on the fuel (acetylene) line.

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Connection fittings may not be forced and safety devices associated with cylinder valves or regulators may not be altered / tampered with.
Gas hoses may not be joined. Only approved hose connectors of the crimp type are permitted. Wire and jubilee clamps are prohibited.
Only high-quality ancillary equipment may be used. This includes flashback arrestors, hoses, clamps, spindle keys, nozzles and torches.
Only trained and competent personnel may operate gas welding / cutting equipment and appliances.

When an employee opens the valve to a cylinder, he must stand to one side and open it slowly. Valves may never be left partly open – they must either be closed or be opened fully.
Leaking cylinders must immediately be removed from service and the workplace (if it is safe to do so).

Suitable firefighting equipment must be at hand wherever gas cylinders containing oxygen and / or fuel gas are being used.
Gas cylinders must be prevented from encountering electrical circuits, e.g. welding leads. Never strike an arc on a cylinder.
Oxygen may only be used for the purpose for which it is provided. Do not use oxygen in pneumatic tools or tyres, as an explosion may occur.
Empty cylinders must immediately be marked as such and must be removed to the cylinder storage area at the end of each day / shift.

16.22 Electrically Powered Tools and Equipment

All powered hand tools, such as circular saws, drills, chainsaws, percussion tools, jigsaws etc., must be equipped with a constant pressure switch that will shut off the power when the pressure is released. (Exception: this requirement does not apply to concrete vibrators, concrete breakers, powered tampers, jack hammers, rock drills, and similar hand operated power tools).

Electrical power tools must be of the approved double-insulated type. The electric cord, pneumatic or hydraulic supply line of powered tools must not be used for hoisting or lowering of the tool.
Loose clothing, jewellery or gloves that could get caught in the tool must not be worn when operating powered tools. Operators of powered tools who have long hair must keep their hair tied up.

The power source must be disconnected from the tool before making any repairs, servicing, adjustments, or replacing attachments such as drill bits.

16.22.1 Angle Grinders

The following personal protective equipment must be worn when using angle grinders:

- Safety helmet;
- Gloves;
- Safety glasses (or safety goggles) and a full face shield (i.e. double eye protection);
- Overalls with long sleeves and long pants, avoid any form of loose clothing;
- Safety boots with steel toe protection;
- Hearing protection;
- Breathing apparatus where dust or fumes may be generated;
- Where grinding machines are used, a face shield is to be worn as extra protection to the safety glasses; and

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- Certain tasks may require the use of a leather apron as determined by a risk assessment.

A 230mm angle grinder may not be used for free cutting purposes. Exceptions may be approved only if alternative methods evaluated proved more hazardous or no alternative exists. The risk assessment for the task must then specifically include mitigating measures to ensure the safest possible way of performing the task.

The use of 230mm angle grinders for grinding purposes is acceptable, however should this form of grinding be required, the 115mm or 125mm grinders would be preferable.
All angle grinders must have a dead man switch incorporated, with a pressure switch in the handle.
A 230mm electrical angle grinder unit must incorporate a soft start to reduce the starting strain and a braking system to reduce run on after the unit has been switched off.

All angle grinders must have a spindle lock to assist with changing the disc or grinding wheel.
Anti-vibration handles are recommended to further reduce the stress if used for extended periods.
Angle grinders must be equipped and operated with disc always guarding.
Angle grinder must not be stored with fitted discs, as this will lead to damaging of the discs.

Before use and mounting of discs it is essential to check the safety codes and specifications printed on the upper side of the disc. Such specifications include the following:

- Revolutions per minute (RPM). The allowable speed of the disc must be equal to or greater than the maximum achievable speed of the grinder;
- Physical dimensions of the disc must meet grinder specification; and
- The disc must be suitable for the material type to be cut / ground as indicated on the disk. Cutting discs must never be used for grinding and vice versa.

It is critical that the correct disc mounting procedure is followed:

- Check that the machine is plugged out;
- Check the machine spindle, backup washer and thread;
- Check the condition of spindle nut - ensure spanner drive holes are not elongated;
- Ensure spindle nut spanner is the tool recommended by machine manufacturers;
- Do not use a hammer, pipe or chisel to tighten the nut, or apply additional mechanical advantage to nut torque. A firm "nip" is sufficient to retain the disc;
- Ensure the spindle diameter is suited to disc bore. Excessive clearance will cause the machine to vibrate due to eccentricity;
- Check to see that the nut and backup washer do not "bottom out". This will result in the disc not being correctly clamped on the spindle;
- Ensure the spindle speed is marked on the grinder and that it is less than the allowable disc speed; and
- Fit the disc, with the metal ring or writing to the nut side.

16.23 Pneumatically Powered Tools and Equipment

Pneumatic powered tools must only be driven by filtered compressed air with an in-line lubrication system or be lubricated prior to use if there is no in-line lubrication system. When using pneumatic powered tools, the designated tool pressure must be attained by the use of a regulator.

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Pneumatic powered tools must be disconnected when not in use. They must not be disconnected from the air supply until all the residual pressure has been released or contained by a shut-off device. Hoses must not be kinked as a means of containment.

Employees operating pneumatic powered tools, and any potentially affected employee in the vicinity of use, must wear suitable personal protective equipment.
All rotary compressed air tools (e.g. drills) must have the rated revolution per minute (RPM) permanently marked on the casing. Only attachments of compatible RPM must be used with these machines.

The actual RPM of the tool must be checked every three months to ensure that the speed is as rated to manufacture specifications.

Pneumatic powered tools must be secured to the air supply hose by an approved positive means to prevent the tool from becoming accidentally disconnected. Safety clips or retainers must be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

All pneumatically driven Nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 kPa pressure at the tool, must have a safety device on the muzzle to prevent the tool from ejecting fasteners unless the muzzle is in contact with the work surface.
Compressed air must not be used for cleaning purposes except were reduced to less than 30 kPa, and then only with effective chip guarding and personal protective equipment in place. The 30 kPa requirement does not apply to concrete form, mill scale and similar cleaning purposes. The use of compressed air for cleaning purposes must be approved by the nominated project management representative. Compressed air must not be pointed at any part of the body or used for cleaning clothing.

Airless spray guns of the type which atomize paints and fluids at high pressures must be equipped with automatic or visible manual safety devices which will prevent pulling of the trigger to prevent release of the paint or fluid until the safety device is manually released. A diffuser nut which will prevent high pressure, high velocity release while the nozzle tip is removed, plus a nozzle tip guard which will prevent the tip from coming into contact with the operator, or other equivalent protection must be provided in lieu of the above.

Abrasive cleaning nozzles must be equipped with an operating valve, which must be held open manually to enable operation. A support must be provided on which the nozzle may be mounted when it is not in use.

16.24 Fuel Powered Tools and Equipment

Fuel powered tools must be shut down and allowed to cool before being refuelled, serviced, or maintained. Fuel must be transported, handled, and stored in approved fuel containers. Where possible, diesel driven engines must be used in preference to petrol driven engines. All fuel powered tools must be included on the contractor's Equipment Register and the register must be submitted to the nominated project management representative prior to the relevant work commencing.

When fuel powered tools are used in enclosed spaces, the space must be ventilated and the atmosphere monitored to measure toxic gas concentrations. Persons in the space must wear the necessary personal protective equipment. Confined Space Entry clearance

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may apply. This type of activity must only be undertaken in exceptional circumstances and requires the approval of the nominated project management representative.

16.25 Hydraulically Powered Tools and Equipment

Hydraulic powered tools must use only approved fluid that retains its operating characteristics at the most extreme temperatures to which it will be exposed. The manufacturer's stated safe operating pressures for hoses, valves, pipes, filters and fittings must not be exceeded.

Only manufacturer approved hoses, valves, pipes, filters and fittings must be used.

16.26 Explosive Powered Tools

All operators shall be trained by the contractor.

The contractor shall ascertain that the explosive charges to be used are of the correct strength for the purpose.

Projectiles from explosive powered tools shall NOT be driven into:

- Tile, terracotta, glazed brick, glass, marble, granite, thin slate or other brittle substances;
- High tensile steel, cast iron or steel hardened by heat treatment; or
- Concrete that contains aggregate that will not pass wholly through 25mm mesh screens.

Under no circumstances shall a tool be fired in such a manner as to cause the projectile to fly free.

Suitable safety glasses and hearing protection shall be worn by operators when firing an explosive powered tool.

At all times when a tool is being used, the operator shall display clearly legible signs at or near the place where the tool is in use. Sign should read: WARNING: EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR.

The operator shall warn all other employees in the vicinity of the area in which the tool is about to be used.

Tools shall never be stored in a loaded state. Cartridges and tools shall be stored separately in lockable containers.

A logbook must be kept of the number of cartridges used and returned.

16.27 Hand Tools

Employees required to use hand tools must receive training relevant to the tool and have their competency assessed in the operation, inspection and maintenance of the tool. Where necessary, additional applicable personal protective equipment must be worn when using hand tools.

Wrenches, including adjustable, pipe, end, and socket wrenches, must not be used when the jaws are sprung to a point where slippage occurs. Impact tools such as drift pins, wedges and chisels, must be kept free of mushroomed heads. The wooden handles of tools must be kept free of splinters or cracks.

Adjustable wrenches must not be used in lieu of ring or open-end type spanners, unless a risk assessment has been conducted and the use of the adjustable wrench is approved by the nominated project management representative. Wherever possible, ring spanners must be used in preference to open end spanners.

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Correct hand tools for the job must be used, e.g. screwdrivers must not be used as chisels, and pliers must not be used as hammers.
All wedges and drifts that may spring, fly or fall to lower levels upon impact must be fitted with an attachment which attaches a safety "lanyard" to a solid structure to restrain the impact tool from becoming a projectile.

All hand tools used in elevated areas, that may be dropped or fall to lower levels must be fitted with safety lanyards and attached to solid structures or in the case of podges, scaffold keys etc., attached by wrist lanyard to the user.
Purpose built tools and equipment may not be used unless a risk assessment has been conducted and authorised by the nominated project management representative.

16.27.1 Stanley Knives / Utility Knives

A utility knife must be used as a last resort, when it is the safest tool to use. Always consider alternatives that pose less of a risk to the operator.

Whenever a utility knife is used, ensure that a complete risk assessment is done and that all possible hazards have been addressed.
Only utility knives with retractable blades are to be used. The blade is to be retracted when the knife is not in use or is being stored.

Before using the utility knife, ensure that the tool is in a good condition and the blade is secure in the holder (seated correctly and that there is no play).
Ensure that the blade is always sharp and in good condition. This will prevent the use of excessive force.

Always wear cut resistant gloves and safety glasses when using a utility knife. There is always a risk of the blade breaking under tension and becoming a projectile.
Always ensure that you cut away from your body, and that no part of your body is in the firing line.
Always ensure cleanliness of all equipment in use during the cutting operations.

16.28 Inspection of Equipment and Tools

All tools must be inspected by the user before, during and after use. If any faults are identified, the tool must be taken out of service and not used until repaired. Faulty tools that are not able to be repaired must be tagged "out of service" and removed from site.

16.29 Manual Handling and Vibration

Any handling or lifting task that can only be done manually must be planned and rehearsed before the task is done.
If more than one person is involved in a task a communication procedure must be agreed in advance. Lowering the load must be done in a controlled manner. Dropping a load is dangerous and must be avoided.

As a guideline 25 kg is the limit of what a person can safely handle. Where there are loads exceeding 25 kg the risk of handling the load must be mitigated to assure minimal potential for any injury.
When mechanical lifting aids are provided, they should be used.
Extra care should be taken when lifting awkwardly shaped objects.

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Position the feet correctly. The feet should be placed hip-width apart to provide a large base. One foot should be put forward and to the side of the object, which gives better balance.
Bend or 'unlock' the knees and crouch to the load. The weight will then be safely taken down the spine and the strong leg muscles will do the work.

Get a firm grip. The roots of the fingers and the palm of the hand should grip the load. This keeps the load under control and permits it to be distributed more evenly.

The following should be considered with conducting the Risk Assessment with regards Manual Handling and take into consideration the task factors, physical demands and tools involved in the task:

- Load weight/frequency;
- Hand distance from lower back;
- Asymmetrical trunk/load;
- Postural constraints;
- Grip on the load;
- Floor surface;
- Environmental factors;
- Carry distance; and
- Obstacles in route.

Team Manual Handling:

- Load weight;
- Hand distance from lower back;
- Vertical lift region;
- Trunk twisting/sideways bending;
- Postural constraints;
- Grip on the load;
- Floor surface;
- Environmental factors; and
- Communication, co-ordination and control.

As far as possible, exposure to vibration must be eliminated.
However, if this is not possible, short-term solutions to decrease exposure include:

- Reducing the vibration levels;
- Removing the person from the vibrating equipment / tools;
- Reducing the period that the person works with the vibrating equipment / tools (at least 40 minutes break after 20 minutes working with a machine that vibrates excessively).

To reduce exposure to vibration:

- Consider buying equipment that operates effectively at lower speeds;
- Buy equipment with built-in damping materials;
- Buy lighter tools if they are available - they require less of a grip;
- Maintain the equipment;
- Make sure equipment is balanced and there are no worn parts;
- Use remote controls when they are available;
- Reduce your grip on the equipment when it is safe. The less time you have your hands on the equipment the better. Relax your hands during these brief breaks;
- Take scheduled breaks; and
- Do other tasks that allow you to move away from vibrating tools and equipment.

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The workplace must be assessed by a competent person for compliance with good design, layout and practice, to avoid or minimise adverse health consequences due to manual handling and vibration issues.

Quantitative evaluations of vibration produced by specific equipment must include the following measurement parameters: direction of movement, frequency, intensity, and variation with time and duration, as per documented methods.

Employees and contractors must be informed of the results of assessments and instructed in appropriate manual handling techniques, where the risk assessment indicates a need.
Workplace vibration sources that could contribute to the exceedance of an Occupational Exposure Limit (hence potential for impact on worker Musculo-skeletal fitness) must be identified and adequately characterised.
Manual handling tasks assessed as having the potential to cause a Lost Time Injury (i.e. with potential for impact on worker Musculo-skeletal fitness) must be identified and adequately characterised.
Workplace manual / materials handling tasks risk rated as "significant" must be assessed and recorded to include biomechanical factors (e.g. posture, bending, twisting, repetitive motions, working overhead, and exerting force away from the body).

16.30 Personal Protective Equipment

All applicable legislation concerning Personal Protective Equipment (PPE) must always be complied with.

As a minimum, the following PPE must be worn by all persons (always including visitors) whilst on a project site:

- Safety footwear with steel toe protection;
- Safety glasses (individuals who wear prescription spectacles must be provided with either over-spec safety glasses or prescription safety glasses);
- Safety helmet (hard hat); and
- High visibility protective clothing with reflective taping (long trousers and long-sleeved shirts with collars and cuffs).
- Additional PPE requirements must be determined through hazard identification and risk assessment. This hazard-specific PPE (such as hand protection, hearing protection and respiratory protection) must be worn as required (e.g. when in a certain area, when performing a certain task, or when working with a certain substance);
- The correct PPE must always be worn:
- In accordance with site requirements (as indicated at the entrances to a project site and at the entrances to buildings and / or designated areas on the premises);
- In zoned areas (e.g. noise zones and respirator zones); or
- As required by a Safe Work Procedure, a risk assessment, or a Material Safety Data Sheet (MSDS).

Each contractor must provide each of his employees with all required PPE (at no cost to the employee). The specific PPE that is provided to a particular employee must be based on the nature of that employee's work and the location in which the work is performed (i.e. must be based on the hazards to which the employee is exposed). PPE requirements for a particular job or for a particular area must be determined through a risk assessment for that job or area.

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Any employee who does not have all the PPE that is required for him to perform his duties safely will not be permitted to work.

Each employee must care for his PPE, maintain it in good condition, and inspect it daily. If an item of PPE has worn out, has become damaged, or is found to be defective in any way, it must be replaced by the contractor.

PPE must be stored in accordance with the manufacturer's requirements and / or recommendations.

Each employee must receive training in the use, maintenance and limitations of the PPE that is provided to him and must be made aware of why the PPE is necessary as well as the consequences of not wearing it as instructed (i.e. the potential for injury and / or disciplinary action). Training records must be retained.

Any person who refuses to wear PPE as required must be removed from the site.
Symbolic signs indicating mandatory PPE requirements must be prominently displayed at the entrances to a project site and at the entrances to buildings and / or designated areas on the premises where additional PPE is required. These signs must comply with the applicable national standard (if one exists).

Each contractor must appoint an employee to:

- Control the issuing and replacement of PPE;
- Keep an up-to-date register as proof that items of PPE have been issued to individuals (an employee must sign for the items that he receives);
- Ensure that there is an adequate supply of all required PPE (i.e. maintain PPE stock levels on site); and
- Carry out regular inspections to ensure that PPE is being used correctly, is being maintained in a good, serviceable and hygienic state, and is not being shared between employees.

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Head Protection

A safety helmet (or hard hat) worn correctly will help protect the head in the event of:

- An employee being struck on the head by a falling or flying object;
- An employee striking his head against a fixed or protruding object; or
- Accidental head contact being made with an electrical hazard.

A safety helmet must always be worn on a project site, with the following exceptions:

- Vehicle and equipment operators inside enclosed cabs;
- In offices and in office or administration buildings; and
- At designated lunch and break areas (provided that no work is in progress in the immediate break area).

A safety helmet must be worn in accordance with the manufacturer's requirements.
A safety helmet must be worn directly on the head. The wearing of a cap or other headgear beneath a safety helmet is prohibited unless the items have been specifically designed to be used in combination (i.e. the arrangement is approved by the safety helmet manufacturer).

The suspension system inside a safety helmet (that acts as a shock absorber) may not be removed.
The painting of safety helmets is prohibited.
Safety helmets may only be cleaned using a mild detergent and water. No solvents may be used.

16.30.1 Eye Protection

If an employee is carrying out, assisting with, or working adjacent to any activity where sparks or projectile particles are being generated, where chemical mists or fumes are being generated, where liquids may splash or spray, where harmful electromagnetic radiation (heat or light) is being generated, or where there is a risk of wind-blown particles entering the eyes, then suitable protective eyewear must be worn at all times (i.e. safety glasses, safety goggles, a face shield, a welding helmet, or a combination of these).

Such activities include:

- Working with rotating equipment (e.g. grinders, drills, mills, lathes, and saws);
- Welding and cutting;
- Chipping, chiselling or caulking;
- Using explosive powered tools;
- Abrasive blasting;
- Sanding; and
- Working with chemical substances (e.g. drilling fluids, acids, solvents, paints, pesticides, etc.).

For certain activities, special eye protection is required (e.g. a heat-resistant face shield is required when working near molten metal).
Double eye protection is required for activities such as:

- Grinding, cutting, chipping, chasing and reaming (employees must wear both a full-face shield and safety glasses or goggles); and
- Arc welding (welders must wear both safety glasses and a welding helmet).

Screens must be erected to protect passers-by, where practical.

Safety glasses must always be worn on a project site, with the following exceptions:

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- Vehicle and equipment operators inside enclosed cabs with the windows fully closed;
- In offices and in office or administration buildings;
- At designated lunch and break areas (provided that no work is in progress in the immediate break area); and
- When another form of eye protection is required (e.g. safety goggles).

All safety glasses used on site must have suitable permanent side protection.

In strong sunlight, dark safety glasses should be worn to reduce eyestrain and fatigue. However, caution must be exercised when employees are required to frequently move between outdoor and indoor environments. Dark safety glasses may not be worn indoors or in poor daylight conditions. Prescription spectacles with tinted lenses are prohibited inside buildings or other structures with limited illumination unless the lenses are light-sensing and adjust to changing illumination levels.

Employees who wear prescription spectacles (i.e. require corrective lenses) must make use of either:

- Prescription safety glasses (with permanent fixed side shields) that conform to the requirements of a recognised national or international standard (e.g. CSA, ANSI, or equivalent); or
- Over-spec safety glasses or goggles.

The use of contact lenses in certain areas may not be suitable because of increased risk to the eye due to dust or heat.

16.30.2 Hearing Protection

Local regulations concerning occupational exposure to noise and the use of hearing protection must be complied with as a minimum.
"Low noise" tools and machinery must be used wherever possible to reduce noise levels. Where noise cannot be reduced to an acceptable level through engineering and work practice controls, measures must be put in place to minimise the exposure of employees to the noise (i.e. administrative controls and personal hearing protection).

Areas where it is likely that the 95% upper confidence limit of an eight-hour L_{eq} mean exceeds 85dB(A), or areas where impulse noise exceeds 140dB(C), must be designated as noise zones. These noise zones must be clearly demarcated and mapped, signs must be posted, and all employees must be made aware of the requirements for working in such an area.

Suitable hearing protection must be worn in all designated noise zones and when carrying out (or working in the vicinity of) any activity where the noise level exceeds 85dB(A).

Where hearing protection is required, a hearing conservation programme (applicable to all personnel and visitors) must be implemented. The programme must include training in the correct use and proper storage of hearing protection devices as well as replacement requirements. Training must be provided when hearing protection is first issued to an employee and refresher training must be carried out at least annually thereafter. Training records must be retained.

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At least two types of personal hearing protection must be made available to employees. The hearing protection devices provided must have adequate noise reduction ratings (i.e. must be able to attenuate the noise level to below 85dB(A)).

Personal hearing protection must be issued on an individual basis and must not be shared. In addition to personally issued hearing protection, suitable disposable hearing protection must be made available at the entrances to all noise zones.
All Hearing Protection Devices (except for disposable hearing protection) must be properly inspected and cleaned on a regular basis.

16.30.3 Respiratory Protection

Designated areas (respirator zones) must be established where:

- It is likely that the 95% upper confidence limit of a Similar Exposure Group's mean exposure concentration exceeds the relevant Occupational Exposure Limit (OEL) for agents resulting in chronic effects, such as total inhalable dust, respirable dust, respirable crystalline silica, PAH, fluorides, lead, mercury, asbestos or non-asbestos fibrous materials; or
- The concentration of an agent (particulate, vapour or gas) with an acute effect exceeds 50% of the relevant OEL.

Note: For a particular hazardous agent, the OEL to be adopted must be either the client's OEL or the OEL specified in local legislation, whichever is the most stringent.

These areas must be clearly demarcated and mapped, signs must be posted, and all employees must be made aware of the requirements for working in such an area.

Suitable Respiratory Protection Devices (RPDs) must be worn in all designated respirator zones and when carrying out (or working in the vicinity of) any activity where the risk assessment has identified the need for respiratory protection.

RPD's must be selected based on:

- The type(s) of airborne contaminants that are present (gases, vapours, and particulates and aerosols including dusts, fumes, sprays, mists, and smoke);
- The potential particulate size distribution;
- Substance toxicity; and
- The likely concentrations.

Compatibility with the work tasks and other PPE, comfort (as it affects wear-time), and the ability to communicate adequately, must also be considered.

The risk assessment and method statement for the work to be performed, the information contained in the relevant Material Safety Data Sheets (MSDSs), and the results of any air monitoring associated with the substances to be worked with or activities to be carried out, must be used to ensure that the most suitable RPD is selected.

Only RPDs certified to a recognised standard and approved by the nominated project management representative may be used.

Where respiratory protection is required, a respiratory protection programme (applicable to all personnel and visitors) must be implemented.

The respiratory protection programme must include:

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- Periodic inspection of RPDs, including before each use;
- Periodic evaluation (by competent persons) of cleaning, sanitising, maintenance and storage practices;
- Performance of positive pressure and negative pressure fit checks by RPD wearers before each use to ensure that the respirator is functioning properly; and
- Training at first issue of a RPD and regular refresher training thereafter in accordance with regulatory requirements or at least once every two years (the training must cover fit testing, use, cleaning, maintenance, filter cartridge replacement, and storage). Training records must be retained.

RPDs must be used, maintained, and stored in compliance with the manufacturer's requirements as well as the respiratory protection programme.

Suitable facilities must be provided for the cleaning and sanitary storage of RPD's.

As a minimum, qualitative and documented fit testing must be carried out (although quantitative fit testing is preferred) to ensure that the use of negative pressure RPDs (including disposable RPDs) is effective. Fit testing must be performed by a competent person when an RPD is first issued and must be repeated periodically in accordance with legal requirements or every two years as a minimum. A policy must be in place requiring a clean-shaven face when using a negative or neutral pressure RPD for routine tasks (otherwise a positive pressure RPD must be used). A medical evaluation including a pulmonary function test may be required to determine whether or not an individual is medically fit to wear a respirator.

For air-supplied RPDs, breathing air must be effectively filtered and / or isolated from plant and instrument air, and isolated from sources of potential contaminants. The supplied air must be tested to determine if the air quality complies with the requirements of applicable standards for breathing air.

For nuisance dust, dust masks with a protection level of at least FFP2 must be worn.

16.30.4 Hand and Arm Protection

Gloves must be worn when handling or working with equipment, materials or substances with the potential to cause injury or illness.
Suitable gloves must be selected based on the task to be performed and the specific hazard against which the employee requires protection, such as:

- Sharp edges;
- Sharp points and splinters;
- Abrasive surfaces;
- Hazardous chemical substances (toxic, corrosive, sensitising, etc.);
- Extreme temperatures; and
- Viruses, bacteria and parasites.

16.30.5 Foot Protection

Safety boots must always be worn whilst on a project site, with the exception of offices and office or administration buildings in which closed athletic, business or similar shoes may be worn.
Sandals, slops, slippers, open-toed and high-heeled shoes are not permitted on any project premises.

Safety boots must provide the following protection:

- Steel toe cap to protect against crushing (impact and compression forces);

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- Leather uppers that provide resistance against water penetration and water absorption;
- Slip resistant soles;

And where a risk assessment identifies the need:

- Puncture resistant soles (i.e. steel midsoles) for protection against sharp objects;
- Chemical resistant soles for protection against spilt chemical substances (such as solvents, hydrocarbons, acids, and alkalis);
- Heat resistant soles for protection against hot surfaces or molten metal; or
- Electrical shock resistant soles for protection (insulation) against live electrical conductors.
- Gumboots with steel toe caps must be worn when working in water or very wet conditions.

16.30.6 Clothing

All employees working on a project site must wear high visibility protective clothing with reflective taping. Trousers must be long, and shirts must be long-sleeved. Shirts must be buttoned at the neck and wrists.

Protective clothing must preferably be made of natural fibres.
Short pants, short-sleeved shirts, sleeveless shirts, and vests are prohibited as outer garments (except for a high visibility vest worn over a long-sleeved shirt).

Loose clothing may not be worn where it may become caught in moving machinery or equipment.
For hot work (e.g. welding, cutting, etc.), work in the vicinity of molten metal, and any work carried out in the vicinity of an open flame, the protective clothing worn (shirt and trousers) must be made of a suitable fire-retardant fabric. Underwear and socks must be made of natural fibres (preferably wool) or fire-retardant fabric.

No employee may tuck his trousers into his boots when working in the vicinity of molten metal.

16.30.7 Body Protection

Suitable body protection must be provided as required to protect employees against specific hazards. A range of work activities require body protection in one form or another, including but not limited to:

- Working in extremes of temperature, such as firefighting, attending to a heating furnace, working with molten metal, working in refrigerated environments, etc.;
- Hot work (e.g. welding, burning, cutting and grinding);
- Working with hazardous chemical substances (e.g. acids, solvents, pesticides, etc.); and
- Clean up and disposal of hazardous materials and wastes (e.g. asbestos, hydrocarbons, etc.).

A wide variety of protective garments are available, such as firefighting suits, furnace suits, freezer jackets, leather aprons, leather spats, laboratory coats, chemical resistant aprons, chemical resistant (or hazmat) suits, and disposable coveralls. Suitable items must be selected to provide protection against the specific hazard(s) to which an employee is exposed. Hazards must be carefully identified and characterised to ensure that the correct protection is used.

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Body protection must be sized properly to prevent tearing, the parting of seams, tripping, or restriction of movement.

16.30.8 Electrical Protective Equipment

To reduce the risk of electric shock, electrical insulating equipment appropriate for the voltage that may be encountered must be worn when working on energised electrical installations and when working within two metres of exposed energised conductors.

All rubber electrical insulating equipment (including gloves, sleeves, matting, covers, blankets, and line hoses) must be inspected for damage prior to and after each use, and immediately following any incident that can reasonably be suspected of having caused damage.

Rubber insulating equipment with any of the following defects and / or damage may not be used:

- A cut, rip, tear, hole, or puncture;
- Ozone cutting or ozone checking (i.e. the cutting action of ozone on rubber under mechanical stress causing a series of interlacing cracks);
- An embedded foreign object;
- Chemical deterioration (texture changes) such as swelling, softening, hardening, or becoming sticky or inelastic; or
- Any other defect that damages the insulating properties.

Rubber insulating gloves must be electrically tested before first issue and every 12 months thereafter as a minimum. Insulating gloves must also be given an air test along with the daily inspection. Essentially, this involves filling a glove with air and checking for any holes or leakage.

Insulating equipment that fails an inspection, or electrical test may be repaired only as follows:

- Rubber insulating line hose may be used in shorter lengths with the defective portion(s) cut off;
- A rubber insulating blanket may be repaired using a compatible patch that results in the patched area having electrical and physical properties equal to those of the blanket;
- A rubber insulating blanket may be salvaged by cutting the defective area off the undamaged portion of the blanket;
- Rubber insulating gloves and sleeves with minor physical defects, such as small cuts, tears, or punctures, may be repaired by applying compatible patches. The patched areas must have electrical and physical properties equal to those of the surrounding material.

Repairs to gloves are permitted only in the area between the wrist and the reinforced edge of the opening.

Repaired insulating equipment must be retested before it is put back into use.

Insulating equipment must be cleaned as required to remove foreign substances (using a mild detergent).

Insulating equipment must be stored in such a location and in such a manner so as to protect it from light, temperature extremes, excessive humidity, ozone, and other damaging substances and conditions.

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Leather protective gloves must be worn over rubber insulating gloves to provide mechanical protection against cuts, abrasions, and punctures.

Suitable arc flash PPE (e.g. voltage rated gloves, fire retardant clothing, arc rated face shield, arc flash hood, arc flash suit, etc.) must be worn whenever an employee is potentially exposed to an arc flash hazard. The appropriate level of PPE must be worn depending on the task and the potential energy exposure. These PPE requirements must be clearly specified as part of a project-specific arc flash protection programme (refer to the Electrical Safety Standard).

16.30.9 Jewellery

Necklaces, dangling earrings, and bracelets may not be worn on a project site.
No ring or watch may be worn where there is a risk that it may become caught in machinery or equipment.

No jewellery or other conductive apparel (such as a key chain or watch) may be worn when carrying out energised electrical work.

16.30.10 Hair

Scalp hair that is longer than the top of the shoulders must be tied up and restrained within the person's safety helmet or within the collar of his or her overalls, shirt or jacket.

For negative or neutral pressure Respiratory Protection Devices, facial hair must not cause the seal between the respirator and facial skin to be broken (or prevent a seal from being formed in the first place).

16.30.11 Task-Specific PPE

In addition to the standard PPE required for a project site (including a safety helmet, safety glasses, safety boots, and high visibility protective clothing), the following task-specific PPE must be used as a minimum by any person carrying out or assisting with such a task:

- Arc Welding – safety glasses and welding helmet (i.e. double eye protection), respiratory protection against the specific airborne contaminants being generated (fumes, gases, dusts, etc.), leather welding gloves, leather apron, leather spats, leather yoke (for work above shoulder height), and knee pads for welders in kneeling positions;
- Gas Welding, Cutting or Brazing – gas cutting or welding goggles with shade 4 filter lenses and full face shield (i.e. double eye protection), respiratory protection against the specific airborne contaminants being generated (fumes, gases, dusts, etc.), leather gloves (long cuff for welding and cutting, short cuff may be used for brazing), leather apron, leather spats, and leather yoke (for work above shoulder height);
- Grinding – safety glasses or goggles and full-face shield (i.e. double eye protection), hearing protection, respiratory protection where dust or fumes may be generated, leather gloves, leather apron, and leather spats;
- Abrasive Blasting – respiratory protection (air-supplied hood), hearing protection, leather gloves, and leather apron;
- Spray Painting – respiratory protection (air-supplied hood for confined spaces), safety goggles (if the respirator design does not provide this protection), hearing protection (where air compressors are used), chemical resistant gloves, and chemical resistant disposable coveralls.

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16.31 Sun Protection

The contractor must ensure that all personnel are protected in sunlight using long sleeve shirts, long trousers, health and safety to safety helmets and UV factored sunscreen. Shade structures must also be made available to all employees.

The contractor must conduct training and awareness sessions with his employees, advising on the risks associated with working in the heat (including dehydration) and the precautions to be taken (e.g. ensuring adequate fluid intake).

16.32 Fuel / Flammable Liquid Storage and Refuelling

No fuel (diesel, petrol, paraffin, etc.) or any other flammable liquid (paints, solvents, etc.) may be stored on site unless approved in writing by the nominated project management representative.

If the on-site storage of a fuel or a flammable liquid is approved, the contractor must ensure the following:

- The quantity of fuel / flammable liquid to be stored on site must be kept to the minimum that is required;
- The storage area must be located in a well-ventilated area at least 10 metres away from any building, drain, boundary or any combustible material;
- If more than 200 litres of fuel / flammable liquid are to be stored, the tank must be installed / the containers must be positioned within a bund (see Definitions);
- If the fuel / flammable liquid is to be stored in bulk tanks / vessels, then the minimum capacity of the bund must be 110% of the volume of the largest tank / vessel. If many small containers (e.g. 210 litre drums) are to be stored, the bund must be able to contain 25% of the total volume of the stored products;
- The bund must be impermeable. It must have a solid concrete floor and the walls must be constructed out of brick and must be plastered on the inside;
- The bund must be fitted with a lockable drain valve (for draining away rainwater), which must remain locked in the closed position. The valve may only be opened under supervision and in accordance with a written procedure;
- The fuel / flammable liquid storage area may not be used for the storage of any other materials / equipment, and must be kept completely free of all combustible materials (including rubbish, brush and long grass) at all times;
- Access to the storage area must be controlled (wire mesh fencing and gate);
- Appropriate warning signage (i.e. "Flammable Liquid", "No Smoking" and "No Naked Flames") must be prominently displayed at the storage area. The contents and volume of each tank must be indicated;
- In order to contain spillages, the offloading / refuelling bay at the fuel / flammable liquid storage area must have a solid concrete base surrounded by bund walls, ramps or humps and / or spill trenches (covered with steel grating) that lead into a sump;
- Fuel dispensing pumps must be protected against impact damage;
- All fuel / flammable liquid storage tanks and dispensing equipment must be electrically bonded and properly earthed;
- All electrical installations and fittings must be of an approved intrinsically safe type;
- Two 9kg dry chemical powder fire extinguishers must be mounted in an easily accessible position near the entrance gate to the fuel / flammable liquid storage area. Depending on the size of the storage area, additional fire extinguishers may be required to ensure that an extinguisher is no further than 15 metres away from any point on the perimeter of the storage area;
- A fire extinguisher must be at hand wherever refuelling is carried out;

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- Smoking or open flames within 10 metres of a fuel / flammable liquid storage / refuelling area is strictly prohibited;
- No petrol- or diesel-powered vehicle or equipment may be refuelled while the engine / motor is running;
- Cellular phones must be switched off in fuel / flammable liquid storage / refuelling areas;
- Spill clean-up kits (containing a suitable absorbent fibre product) must be provided;
- Any spillages must be cleaned up immediately and all contaminated cleaning materials must be disposed of in accordance with the applicable legislation;
- If a flammable liquid is spilt or is leaking from a container / vessel, the area must be cordoned off and appropriate warning signage must be displayed to keep unauthorised personnel away from the affected area. Every effort must be made to contain the spillage. All hot work in the vicinity must be stopped immediately. If the spilt product is volatile and the possibility exists that a vapour cloud may form, or if the leak or spillage cannot be contained or stopped, then appropriate emergency response procedures must be activated (refer to Section 14) including the evacuation of all persons in the vicinity. Suitable firefighting equipment must be positioned ready for use should the spilt product ignite;
- The manual decanting of fuel or a flammable liquid from a large container should only be done using a stirrup pump (or similar) or a purpose-made frame which allows the container / drum to tilt for decanting and then return to the upright position;
- Drip trays must be used wherever required;
- All tanks, drums, cans, etc. containing flammable liquids must be tightly closed and properly sealed except for when a container is being filled or when a product is being decanted;
- The transport or storage of corrosive or flammable liquids in open containers is strictly prohibited
- Daily-use quantities of fuel (up to a maximum of 20 litres) must be handled in an approved safety can with a flash arresting screen, spring closing lid and spout cover that will safely relieve internal pressure if the can is exposed to fire;
- Where safety cans may be impracticable, only approved metal containers with screw caps may be used. Each container must be clearly labelled to indicate its contents;
- Only small quantities of flammable liquids (paints, solvents, etc.) may be stored within a building. Each product must be kept either in its original container or in an approved container which must be properly sealed. Each container must be clearly labelled to indicate its contents. When not in use, all such containers must be stored in a well-ventilated steel cabinet which must be kept locked to prevent unauthorised access;
- Not even small quantities of flammable liquids may be stored or dispensed in buildings or places of public assembly, in general warehouses, or in buildings containing sources of ignition such as space heaters, cooking devices, open electric motors, motor vehicles, or where welding, cutting, or grinding activities are being carried out;
- Safe Work Procedures must be compiled for the transportation (including delivery), offloading, storage, handling and use of any fuel / flammable liquid on site;
- All personnel that will be required to work with or may encounter a flammable liquid must be made aware of the hazards associated with the product and must be thoroughly trained in the safe transportation, use, handling and storage thereof.

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16.33 Fire Protection and Prevention

The contractor must compile a Fire Protection and Prevention Plan for the work that will be carried out on site.

The contractor must assess / survey his area of responsibility and identify locations where the risk of fire is high. Cognisance must be taken of the fact that certain locations may need to be designated as high risk due to the presence of large quantities of flammable or combustible materials / substances. For all high-risk areas, the contractor must ensure that additional precautions are taken to prevent fires and strict control is exercised over any hot work (i.e. welding, cutting, grinding, etc.) that is carried out.

The contractor must supply and maintain all required firefighting equipment. The type, capacity, positioning, and number of firefighting appliances must be to the satisfaction of the nominated project management representative and must meet the requirements of the applicable legislation. Fire mains, hydrants and hose reels will rarely be available on site, so use must primarily be made of portable fire extinguishers.

Firefighting equipment, fixed and portable, must be strategically located with a view to being able to rapidly deploy the equipment to bring potentially dangerous and destructive fires under control while still in their infancy.

All fire extinguishers (and any other firefighting equipment) placed on site must be:

- Conspicuously numbered;
- Recorded in a register;
- Visually inspected by a competent person monthly (the results of each inspection must be recorded in the register and the competent person must sign off on the entries made); and
- Inspected and serviced by an accredited service provider every six months (the nominated project management representative may require that this frequency be increased depending on the environmental conditions (e.g. high dust levels, water, heat, etc.) to which the fire extinguishers are exposed).

Any fire extinguisher that has a broken seal, has depressurised, or shows any sign of damage must be sent to an accredited service provider for repair and / or recharging. Details must be recorded in the register.

Firefighting equipment may not be used for any purpose other than fighting fires. Disciplinary action must be taken against any person who misuses or wilfully damages any firefighting equipment.

Access to firefighting equipment, fixed or portable, must be always kept unobstructed.
Approved signage must be in place to clearly indicate the location of each permanently mounted fire extinguisher, fire hose reel, etc.
The contractor must ensure that all persons working in / entering his area of responsibility are made aware of where all firefighting appliances and alarm points are located.
The contractor must ensure that his employees (and those of any appointed sub-contractors) are trained in firefighting procedures and the use of firefighting equipment.

The contractor must compile an emergency response procedure detailing the actions that must be taken in the event of a fire or a fire / evacuation alarm (see Section 14).

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All personnel working within the contractor's area of responsibility must be trained, and all visitors must be instructed, on this procedure. Copies of the procedure must be prominently displayed in the workplace in all languages commonly used on the site.

A person discovering a fire must extinguish the fire if he can do so safely, and then immediately report the incident to his supervisor. If the person cannot extinguish the fire, he must raise the nearest alarm and then report the fire as quickly as possible to his supervisor, the person responsible for the area, and / or Security.
On hearing a fire / evacuation alarm, all persons must make any operational plant or equipment safe, and then proceed to the nearest emergency assembly point and await instructions.
All incidents of fire (including the use or misuse of any firefighting equipment) must be reported to the nominated project management representative immediately. Used fire extinguishers must be replaced by the contractor without delay.

No hot work (i.e. welding, cutting, grinding, etc.) or any other activity that could give rise to a fire may be performed outside of a designated workshop without a Permit to Work having been issued.
Wherever hot work is being carried out, a fire extinguisher must be at hand. Where the risk assessment determents that it is necessary, a fire watch must be stationed.
Supervisors must carry out workplace inspections regularly to ensure adherence to fire prevention measures and procedures.

At the end of every working period (i.e. before each tea / lunch break and at the end of every shift / day), the workplace must be thoroughly inspected to ensure that no material is left smouldering, and no condition / situation exists that could give rise to a fire.

The contractor must ensure that all supervisors and all employees carrying out or assisting with any hot work or any other activity that could give rise to a fire have been trained in firefighting procedures and the use of firefighting equipment. The training must be conducted by an accredited training provider.

When using electrical equipment, all cables must be in good condition and the nearest convenient socket must be used.
No power socket may be loaded beyond its rated capacity using adaptors, etc.
Makeshift electrical connections are not permitted under any circumstances.
Water-based firefighting equipment must not be used on electrical equipment or burning liquids.
Refer to Section 13.16 – Electrical Safety.

Each vehicle used on site for work purposes and each item of mobile equipment with a diesel or petrol engine must be fitted with a permanently mounted fire extinguisher.
Smoking is only permitted in designated smoking areas. Cigarette ends / butts must be properly stubbed out in the ashtrays provided and never thrown into waste bins.

The contractor must ensure that good housekeeping practices are enforced, as this is crucial to the prevention of fires.
All combustible waste materials must be removed from the workplace on a daily basis (at the end of each shift) and placed in waste receptacles located at least 5 metres away from any structure.
The accumulation of waste materials in out-of-the-way places is prohibited.

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Offices, desks, cabinets, etc. must always be kept tidy and uncluttered. Waste paper bins must be emptied regularly.

The storage of combustible materials under stairways or in attics is prohibited.
The storage of any materials against the exterior of a building or any other structure is prohibited.
All walkways, passages and stairways must be kept clear (i.e. must always be unobstructed), as they may need to be used as a means of escape.
The areas around and the routes to all exits, fire escape doors, fire hydrants, fire hose reels and fire extinguishers must be kept clear (i.e. must always be unobstructed).
"No Smoking" signs must be conspicuously displayed in and around all storage areas / rooms.
Waste may not be burned under any circumstances.

No flammable liquid (such as petrol, acetone, alcohol, benzene, etc.) may be used for starting fires or as a solvent for cleaning clothes, tools, equipment, etc. Only solvents approved by the nominated project management representative may be used for cleaning purposes.

Whenever any work is carried out involving the use of a flammable substance / material, the area must be cordoned off and appropriate warning signage (i.e. "No Unauthorised Entry", "No Smoking" and "No Naked Flames") must be displayed.
Refer to Section 13.32 – Fuel / Flammable Liquid Storage and Refuelling.

16.34 Smoking

The contractor must not permit smoking on site except within designated smoking areas selected in accordance with the applicable legislation. Such an area must be clearly demarcated, and the required signage must be displayed.

Any person found smoking or discarding a cigarette butt outside of a designated smoking area may be removed (temporarily or permanently) from site.
In all designated smoking areas, adequate non-combustible commercial ashtrays and / or cigarette butt receptacles (butt cans) must be provided.

Ashtrays and other receptacles provided for the disposal of smoking materials must not be emptied into rubbish bins or any other container holding combustible materials.
"No Smoking" signs must be strictly observed.

16.35 Housekeeping

The contractor must maintain all work areas in a tidy state, free of debris and rubbish. Unless directed otherwise, the contractor must dispose of all debris, rubbish, spoil and hazardous waste off site in a designated and authorised area or facility. The contractor must familiarise health and safety with the waste management plan for the site including collection and disposal arrangements and must align his waste management activities accordingly.

In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, a nominated project management representative may instruct the contractor to cease work until the area has been tidied up and made safe.

Neither additional costs nor contract deadline extensions will be allowed as a result of such a stoppage. Failure to comply will result in a clean-up being arranged through another service provider at the cost of the non-complying contractor.

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The contractor must carry out housekeeping inspections on a weekly basis to ensure maintenance of satisfactory standards. The contractor must document the results of each inspection. These records must be maintained and must be made available to the nominated project management representative on request.
The contractor must implement a housekeeping plan for the duration of the contract ensuring that the site housekeeping is maintained. Furthermore, at the end of every shift, the contractor must ensure that all work areas are cleaned, all tools and equipment are properly stored, and construction rubble is removed.

Where the contractor fails to maintain housekeeping standards, the nominated project management representative may instruct the contractor to appoint a dedicated housekeeping team for the duration of the project at the contractor's expense.
Littering is prohibited.

16.36 Waste Management

Waste may not be disposed of unless the disposal of that waste is authorised by law. The contractor must therefore ensure that all waste that is generated is handled, stored, transported and disposed of in accordance with the requirements of the applicable legislation / local authority.

No waste may be removed from the project site to a waste storage or disposal facility unless that facility has been approved for use by the nominated project management representative.
An adequate number of waste bins and skips must be provided by the contractor, and suitable arrangements must be made to ensure that these bins and skis are emptied regularly.
Hazardous wastes must be kept separate from general wastes.

Waste disposal service providers must be approved by the nominated project management representative before any waste is removed from site. These service providers must be audited on a two-yearly basis (or more frequently if deemed necessary based on risk) in order to ensure compliance with legislation and to help ensure that no liabilities accrue to the project.

16.37 Stacking and Storage

All irregular shaped items will be stacked at floor / ground level in designated stacking areas on a level, firm base capable of withstanding the weight of the commodities being stacked and stacked in such a manner that the items do not topple over or change position due to subsidence or weight transfer when being moved.

Where these commodities are stacked on shelves or racks, the shelves or racks must be designed to carry the weight of the commodity being stacked.
All racks or shelves where heavy material or commodities are stacked will have a weight carrying limitation clearly marked on the structure and have a safety factor of at least +10% of maximum total carrying capacity.

All materials, commodities or articles, which could be damaged due to inclement weather, must be stored under cover.
Waste material that is combustible must not be allowed to accumulate in sufficient quantities to create a hazard.

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No commodities or equipment may be stacked or stored within 500mm of rolling stock tracks or where mobile equipment travels.
The storage of material, small equipment, tools, files and general items in cupboards and on shelves must be neat and always controlled. Incompatible substances must not be stored in or on the same cupboard or shelf.

No equipment, tools, files or documents may be stored or stacked on top of cupboards which are higher than 1.5 metres in height.

16.38 Demarcation

No demarcation of floors is required inside offices, training centres and the like.
Where it is impractical to paint floors, yellow lines will be deemed adequate e.g. where heavy traffic necessitates the continual painting of floors.

Temporary demarcation in the form of hazard tape (red and white) may be used to demarcate areas where there is, for relatively simple reasons, restricted access.
Where hazards exist and entry must be specifically excluded for safety or health reasons, hazard tape in any form must not be used in isolation. A robust and substantial barrier of timber, rope or other material must be used in conjunction with barrier tape, to prevent entry to unauthorised persons.

Outside storage areas where it is impractical to use floor demarcation, demarcation may take the form of creosote poles and wire rope or similar. Spans between uprights should be painted yellow.

16.39 Facilities

Sanitary conveniences must be provided and maintained at a rate of at least one shower facility for every 30 workers, at least one toilet facility for every 20 workers, separate male and female changing facilities and sheltered eating areas. (Check SANS 10400 Part F).

Where chemical toilets are provided, one toilet for every twenty-five employees must be allocated.
All toilets must be cleaned daily, disinfected and provided with toilet paper.
All employees making use of these facilities have the responsibility to help keep the facilities neat, clean and hygienic.

Washing facilities, including soap and towels, must be made available for use by the contractor's employees.

Drainage from all washing / toilet facilities must be properly designed and constructed to prevent employee exposure to wastewater (and the associated biological hazards). Wastewater may not accumulate or stand in pools at any location on the project site.
Change rooms must be provided and must be always kept clean and free from odours.
No chemicals, except those normally used for domestic cleaning of these facilities, may be stored in the facilities.

No equipment or items (other than those normally associated with hygiene facilities) may be stored in the facilities.

All entrances must be constructed in a way to afford privacy to users.
Drinking water must be provided.

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A sheltered (covered) area must be set aside on site to be used as a dining facility (eating area). Adequate seating must be provided for the maximum number of employees. The facility must be kept clean and tidy.

A suitably sized, impervious receptacle (bin) must be provided for the disposal of waste food and other refuse generated at the dining facility. This bin must be emptied and cleaned regularly (i.e. promptly after mealtimes).

Food may only be consumed in authorised sheltered areas.
Adequate refrigerated storage must be provided to the contractor's employees for the storage of food and drinks. Fridges must not be overstocked and must maintain sufficiently low temperatures.

16.40 Occupational Hygiene

The contractor must ensure that the exposure or potential exposure of his employees to any of the following stressors is assessed and measured (a baseline survey must be carried out by an Approved Inspection Authority - this services to be provided by TCP):

- Noise;
- Thermal stress (heat and cold);
- Particulates (dust);
- Silica (free crystalline silica);
- Asbestos;
- Gases or vapours;
- Lead;
- Chemicals;
- Ionising radiation;
- Non-ionising radiation;
- Vibration (hand / arm vibration and whole body vibration);
- Ergonomics; and
- Illumination.

If it is determined that exposure levels for a particular stressor are unacceptable, then a monitoring and control plan must be implemented to manage any risk of overexposure.

Note: Where chemical substances are to be used as part of the construction process, the contractor must ensure that the chemical composition of each substance is known.

Carcinogenic (cancer-causing) ingredients must be specifically identified with due understanding that no chemical known to cause cancer will be permitted for use on site (an alternative will need to be sourced).

16.41 Lighting

For all work areas and access ways, if the natural lighting available is inadequate it must be supplemented by artificial lighting to meet the minimum levels required.
A lighting survey to determine luminance must be conducted for all work areas, at least once every two years and prior to work commencing for the first time in any area.
Emergency lighting must be provided in all indoor workplaces that do have adequate natural lighting or in which persons work at night. The emergency sources of lighting that are provided must be such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level, to enable employees to evacuate safely.

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Where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance must be not less than 20 lux.

Windows and translucent sheeting must be kept adequately clean and clear of obstructions as far as reasonably practicable. Light fittings, i.e. lenses and reflectors must be kept clean.
If a light intensity meter is used, a valid calibration certificate must be available.

Neon lights must not be installed in areas where moving parts of machinery or equipment cannot be fully guarded, i.e. lathes, bench grinders, etc. in order to eliminate the stroboscopic effect.
No person may use a portable electrical light where the operating voltage exceeds 50 volts, unless:

- It is fitted with a non-hydroscopic, non-conducting handle;
- All metal parts which may become live are protected against accidental contact;
- The lamp is protected by means of a guard firmly attached to the handle; and
- The cable can withstand rough use.
- No person may use a portable electric light in damp or wet conditions or in closely confined spaces, inside metal vessels or when in contact with large masses of metal, unless:
- The lamp is connected to a source incorporating an earth leakage; and
- The operating voltage of the lamp does not exceed 50 volts. Hearing Conservation

A hearing conservation program must be implemented and protection against the effects of noise exposure must be provided when the noise exposures equal or exceed an 8-hour time-weighted average sound level of 85 decibels measured on the A-weighted scale of a standard sound level meter at slow response.

For the hearing conservation program to be effective it must include as a minimum:

- Monitoring of the workplace to determine the representative exposure of employees to excessive noise levels;
- An audiometric testing program for employees, which must include:
  - A baseline audiogram for all employees exposed to noise levels equal to or in excess of the standard;
  - Annual audiograms for each overexposed employee;
  - Analysis of audiogram results with retesting and/or referral to an otolaryngologist or qualified physician when a significant threshold shift (STS) occurs; and
  - Written employee notification of the STS.
- A training program for all employees exposed to noise;
- Provision of personal protective equipment to all affected employees when administrative or engineering controls fail to reduce sound levels to within the levels of the standards.

Monitoring of employee exposures to noise shall be conducted by an Approved inspection Authority.

The monitoring requirement may be met by either area monitoring or personal monitoring that is representative of employee exposures. Personal monitoring is preferred, and may be required based on the type(s) of noise sources.

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For purposes of the hearing conservation program, employee noise exposures shall be computed in accordance with local legislation.
A person-task specification shall be available for every job category and shall be submitted with an employee for audiometric testing.

Audiometric testing and an annual audiogram shall be provided as part of the regular medical examinations.
Audiometric test results obtained from the pre-employment medical examination for a new employee shall be used as the baseline audiogram.

Testing to establish a baseline audiogram shall be preceded by at least 14 hours without exposure to workplace noise.

Hearing protectors shall not be used as a substitute for the requirement that baseline audiograms be preceded by 14 hours without exposure to workplace noise.
Employees shall be notified of the need to avoid high levels of non-occupational noise exposure during this 14-hour period.

Record-keeping for the audiogram shall include:

- Name and job classification of the employee;
- Date of the audiogram;
- The examiner's name;
- Date of the last acoustic or exhaustive calibration of the audiometer;
- Employee's most recent noise exposure assessment.

Audiometric test results shall be maintained in the employee's medical file.
To control noise exposure, its three basic elements shall be examined, i.e. source of the sound, travel path, and effect on receiver or listener. Solution of a given noise problem might require alteration or modification of any or all of these three basic elements.

2) Controlling noise at the noise source can be achieved by the following:
   - Select quiet equipment initially. In selecting quiet equipment the following features shall be considered:
   - Low noise certification;
   - Advertisement of "quiet" operation, evidence of noise control design;
   - Evidence of "lower" and "slower" operating characteristics;
   - Side-by-side noise testing of equipment; and
   - "On-site" or "in operation" inspection of mechanical equipment before purchase.
   - Reduce operating noise by considering the following control measures:
   - Reduce impact or impulse noise by reducing weight, size, or height of fall of impacting mass;
   - Reduce speed in machines and flow velocities and pressure in fluid systems;
   - Balance rotating parts – to control machinery noise and vibration of fans, fly wheels, pulleys, cams, etc.
   - Reduce frictional resistance between rotating, sliding or moving parts in mechanical systems: frequent lubrication, proper alignment of moving parts; static and dynamic balancing of rotating parts; correction of eccentricity or "out-of-roundness" of wheels, gears, rollers, pulley, etc.;
   - Reduce resistance in air or fluid systems: use of low flow velocities, smooth boundary surfaces of duct or pipe systems, and long-radius turns and flared sections in pipes, etc., to reduce turbulence noise;

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- Isolate vibration elements in machinery; install motors, pumps, etc. on most massive part of machine; use belt or roller drives in place of gear trains; use flexible hoses and wiring instead of rigid piping and stiff wiring, etc.
- Apply vibration damping materials such as liquid mastic; pads of rubber, felt, foam or fibrous blankets; or sheet metal Visco-elastic laminates or composites to vibrating machine surfaces; and;
- Reduce noise leakage from the interior of machines such as compressors by sealing or covering all openings or applying acoustical materials to machine interiors.

3) Controlling noise in the transmission path can be achieved by the following:
- Separate the noise source and receiver as much as possible;
- Use sound-absorbing materials on ceiling, floor or wall surfaces as close to the machine as possible;
- Use sound barriers and deflectors in the noise path;
- Use acoustical lining on inside surfaces of such passageways as ducts, pipe chases, or electrical channels;
- Use mufflers, silencers or snubbers on all gasoline or diesel engines, regardless of size; and particularly on equipment when large quantities of high-pressure, high-velocity gases, liquids, steam or air are discharged into the open air; and
- Use vibration isolators and flexible couplers where the noise transmission path is structure borne in character.

4) Protection for the receiver – when engineering controls fail to reduce the levels to within the levels specified in local legislation, the following measures shall be implemented:
- Personal protective equipment shall be provided and replaced as necessary at no cost to employees;
- Supervisors shall ensure that hearing protective devices are worn by all employees who are exposed to a time-weighted average of 85 decibels or greater and who have experienced a significant threshold shift;
- Employees shall be given the opportunity to select their hearing protectors from a variety of suitable protectors; and

Noise zones shall be indicated my means of signs at every entrance to such zones.
When noise levels exceed 100 dB(A), a combination of earplug and earmuff may be required to achieve protection of the worker.
It is important to note that using double protection will add only 5 to 10 dB of extra attenuation above that of a single Hearing Protection Device.
Where an earmuff and earplugs are used together, OSHA recommends using this simple calculation: Take the higher rating of the two devices and add five.
Hearing Protection Devices should be worn for the full noise exposure period.

Where an audiometry programme is required, it must meet the following standards:
- All testing must be by pure tone audiometry in an audiometry booth or quiet room, with measured noise levels less than 40 dB(A);
- The initial audiogram must be taken prior (minimum of 24 hours) to exposure to significant noise. Further audiograms must be taken periodically; annually where exposures are over 85 dB(A) Leq or where continued deterioration to hearing is occurring;
- Testing must be performed by trained and competent personnel;

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- Audiometers must be calibrated according to the manufacturer's guidelines. As a minimum these will be a weekly biological calibration using an employee unexposed to noise, or a bio-acoustic simulator, and an annual quantitative check. All results must be documented; and
- Audiograms must be read by trained persons who will identify any increasing hearing loss and then determine if this is noise induced. Any employee with a significant downward shift in one or both ears (measured as an average non-age-adjusted loss from baseline of 10 dB at 2, 3 or 4 kHz) must be retested following removal from noise for a minimum of 24 hours, usually after a days-off period. If the downward shift persists the employee must be reviewed by a physician and improved hearing protection considered.

16.42 Particulate and Gas / Vapour Exposures

Designated areas must be created where:

- It is likely that the 95 per cent upper confidence limit of a Specific Exposure Group's (SEG) mean exposure concentration for agents resulting in chronic effects (such as total inhalable dust, respirable dust, respirable crystalline silica, PAH, fluorides, lead, mercury, asbestos or non-asbestos fibrous materials) exceeds the relevant OEL; and
- Agents with an acute effect, such as particulate hazards, or gases (e.g. CO, SO2, NH3, HF, etc.), or vapours exceed 50 per cent of the relevant OEL.

Designated areas must:

- Be identified and mapped, signposted or otherwise clearly communicated to employees working in the area. Signposting, where necessary, must use appropriate wording or symbols on signs to identify the hazard;
- Have a documented respiratory protection programme based on suitable risk assessment and standards, which is applied to employees, contractors and visitors;
- Have regular monitoring of SEGs working in the area; and
- Have a formal review of the practicality of engineering controls at least every two years, or less where it is a critical control for a significant risk.

Particulate and gas / vapour monitoring must be appropriate to the exposure conditions and toxicants and based on the use of equipment approved by local regulatory authorities, as per documented methods.

Where risk assessment indicates the possible presence of levels of gas or vapour sufficient to cause health effects in less than one shift (e.g. confined space entry), continuous monitoring is required if the potential for harm exists.

Employees and contractors must be covered by a medical surveillance programme when:

- Their Specific Exposure Group TWA mean exposure to respirable crystalline silica, total inhalable dust, respirable dust, lead or asbestos is greater than 50 per cent of the relevant OEL;
- The medical adviser considers that it is advisable; or
- There is a legal requirement for medical monitoring.

Where risk assessment indicates a risk of a respiratory condition, assessment programmes must include chest x-rays and / or lung function tests. The test or tests chosen must enable the earliest detection of adverse effects from the exposure of concern. Where indicated, they must meet the following standards:

- High quality chest x-rays will be taken every five years, unless local legislation requires these to be more frequent;

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- All chest x-rays for pneumoconiosis surveillance will be read to International Labour Organisation (ILO) standards by an ILO B reader, wherever possible, and if not, by a competent radiologist using verifiable quality criteria;
- Any progression of more than one step on the ILO extended scheme to a reading above 1/0 will be reviewed by a physician;
- Any reading suggesting active lung disease will be reviewed by a physician; and
- All spirometry will be performed by trained staff following the American Thoracic Society guidelines or equivalent and be offered at a frequency determined by the likely rate of detectable change in lung function.

Controls must be of an adequate standard such that surfaces are adequately cleaned to avoid:

- Dust generation due to material dislodgment (e.g. windblown), where practicable; or
- Fume generation from accumulated dust during welding / heating or cutting operations.

Where risk assessment indicates the need to reduce exposures to toxic substances for employees or their families, good personal hygiene must be enforced. The programme must include:

- No smoking, eating or drinking in designated hazard areas;
- Washing of hands and face prior to drinking, eating or smoking;
- Showering at work post shift or after exposure to 'dirty' conditions; and
- Laundering of contaminated clothing by the contractor.

Abrasive blast cleaning must be conducted to protect worker health and minimise dust emissions. Substitutes must be used whenever practicable for abrasives containing crystalline silica. However, if such abrasives are used, workers must be aware of the hazards and exposure monitoring conducted. The hazardous properties of alternative materials must be considered before use.

Where required, training in the recognition of signs and symptoms of hazardous particulate and gas / vapour exposure, emergency procedures and preventative measures must be provided.

16.42.1 Respiratory Protection Devices

The selection of Respiratory Protection Devices (RPD's) must be based on:

- The potential particulate size distribution, gas / vapour types, substance toxicity and likely concentrations;
- Compatibility with the work tasks and other PPE; and
- Comfort (as it affects wear-time) and allowance for adequate communication.

Only RPD's approved by the nominated project management representative may be used. Suitable facilities must be available for cleaning and sanitary storage of RPD's.

Half-mask and full-face air-purifying respirators must NOT be used where:

- The atmosphere is oxygen deficient (< 19.5 per cent);
- The atmosphere is immediately dangerous to life or health (e.g. in areas where CO concentrations are > 1500 ppm, HF > 30 ppm or NH4 > 300 ppm);
- Gases and vapours are more than ten times their OEL or greater than 1000 ppm for half-mask respirators, or more than 100 times their OEL for full-face respirators; or

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- Particulates are more than five times their OEL for half-mask respirators, or more than 50 times their OEL for full-face respirators.

For atmospheres that are oxygen deficient, or contain unknown hazards, or have concentrations of gases and vapours that are unknown or could potentially exceed levels that are immediately dangerous to life or health, an air-supplied type respirator must be worn.

For effective use of negative pressure RPD's (including disposable RPD's), fit testing must be qualitative and documented as a minimum, although quantitative fit testing is preferred. Fit testing must be performed by a competent person when RPD's are first issued and must be repeated periodically according to legal requirements or two-yearly as a minimum frequency. There must be a policy requiring a clean-shaven face when using a negative or neutral pressure RPD for routine tasks, or the use of a positive pressure RPD will be required. A pulmonary function test and medical evaluation may be required to determine whether an individual is medically fit to wear a respirator.

For air-supplied RPD's, breathing air must be effectively filtered and / or isolated from plant and instrument air, and isolated from sources of potential contaminants. The quality of the breathing air must be checked for conformance with applicable standards.

The respiratory protection programme must include:

- Periodic inspection of RPD's, including before each use;
- Periodic evaluation of cleaning, sanitising, maintenance and storage practices by competent persons;
- Performance of positive and negative fit checks before each use by RPD wearers to ensure that the respirator is functioning properly; and
- Training at first issue of a RPD and regular refresher training thereafter in accordance with regulatory requirements or at least once every two years.

16.42.2 Asbestos and Non-asbestos Fibrous Silicates

This section applies to asbestos and bio-persistent non-asbestos fibrous silicates that may display asbestos-like toxicity, related to fibre diameter and length. Local regulations must be followed as a minimum. The following requirements must be met:

- A management program must be in place and actively pursued;
- No new products containing these materials may be purchased;
- Installed materials of this type must be identified and assessed annually for current safety. Where 'safe in place', it should not be removed, unless there is an opportunity for removal during renovation or construction of buildings or equipment;
- Work areas must be barricaded off and signposted to restrict entry; and
- Contaminated material must be promptly placed in appropriate marked plastic disposal bags or covered containers for disposal to an approved landfill.

All workers exposed to these materials must be on a register. "Exposed" means working on or near such material that has been disturbed, abraded or cut. The register must contain details of their annual medical examination and the results of occupational hygiene monitoring.

Asbestos contractors must be competent, registered and have adequate equipment, procedures and monitoring.

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Where required, the asbestos / bio-persistent non-asbestos fibrous silicates management programme must cover work practices, training, monitoring, medical surveillance, and waste handling and disposal.

Maintenance operations must be made aware of potential cristobalite exposure hazards when disturbing non-asbestos fibrous silicates that have undergone high temperature conditions.
The potential for occurrence of naturally occurring asbestiform materials in exploration or mining production activities must be assessed, the risk of exposure determined, and appropriate control measures implemented where required.

16.43 Hazardous Chemical Substances

No chemical substance may be brought onto site unless it has been approved for use by the nominated project management representative and it appears on the Approved Chemical Substances Register which will be made available to all contractors.
The register will contain the following information:

Trade name / product name of substance;

- Manufacturer / supplier of substance;
- Maximum inventory;
- Storage requirements and precautions;
- Inventory of special emergency items held for handling spillages, fires, etc. (e.g. reagents to neutralise spillages, firefighting foam, etc.); and
- Approved disposal methods.

If the contractor wishes to make use of a chemical substance that does not appear on the register, then the contractor must provide the following information to the nominated project management representative for review PRIOR to bringing the substance onto site:

- A detailed 16-point Material Safety Data Sheet (MSDS) issued by the manufacturer / supplier of the substance;
- The reason for wanting to bring the substance onto site (i.e. the intended use of the substance);
- The proposed method of transportation;
- The proposed arrangements for the safe storage of the substance;
- The quantity to be stored on site;
- The proposed methods for handling / using the substance (including PPE);
- The proposed method of disposal of the waste;
- Proof that the contractor can readily provide the necessary first aid measures as specified in the MSDS; and
- A risk assessment covering the transportation, use, handling, storage and disposal of the substance with specific reference to the substance's compatibility with other chemicals.

This information must be provided at least five (5) working days prior to the date on which the contractor intends to bring the substance onto site for use.
Any chemical substance brought onto site without adherence to the requirements stipulated above shall be removed from site immediately.

If the nominated project management representative approves the substance for use, the contractor must ensure that all necessary precautions are taken concerning the transportation, use, handling, storage and disposal of the substance, and that all required PPE and first aid materials / equipment (as stipulated in the MSDS) are readily available on site.

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The contractor must ensure that a Material Safety Data Sheet (MSDS) is obtained for each chemical substance brought onto site. A file, or files, containing all of the MSDS's must be maintained and must be readily available to all personnel on site (particularly first aiders) as well as other potentially affected parties (e.g. emergency services personnel, persons from the local community, etc.). The MSDS's must be in the language(s) commonly used on site.

The contractor must appoint a trained and competent Hazardous Chemical Substances Coordinator who understands and is able to evaluate the risks associated with a wide variety of substances. This person shall be responsible for:

- Assessing the hazardous properties and risks associated with all chemical substances brought onto site by the contractor and appointed sub-contractors (using the MSDS's);
- Determining precautions and safe practices for transportation, use, handling, storage and disposal (including PPE requirements) (using the MSDS's);
- Determining first aid and emergency response requirements / procedures (using the MSDS's);
- Maintaining the MSDS file;
- Managing and monitoring the consumption of inventory; and
- Providing an "as needed" service to site personnel and suppliers.

The risks associated with the transportation, use, handling, storage and disposal of all hazardous chemical substances brought onto site must be assessed and managed by the contractor through a process that incorporates risk reduction using the hierarchy of controls as described in Section 6.
Whenever a task-based risk assessment is carried out, consideration must be given to the use of chemical substances (e.g. greases, solvents, etc.).

The contractor must provide Safe Work Procedures for the transportation, use, handling, storage and disposal of all hazardous chemical substances to be used on site.

The contractor must provide his employees with all of the Personal Protective Equipment that is necessary to prevent exposure / injury while handling / using the hazardous chemical substances that they will be required to work with. Appropriate PPE must be selected with consideration given to the potential hazards, permeability, penetration, resistance to damage and compatibility with the work tasks.

The contractor's employees must be trained in the safe transportation, use, handling, storage and disposal of the hazardous chemical substances that they will be required to work with or may meet. The training must specifically address PPE requirements (including the correct selection, fitment and use thereof).
All personnel must be trained to understand the potential health effects associated with exposure to hazardous chemical substances and therefore the importance of Safe Work Procedures and PPE. All personnel must be trained on emergency response procedures and first aid measures.
Behaviour-based observations and coaching must include the use / handling of hazardous chemical substances.

An appropriate occupational exposure monitoring and medical surveillance programme must be in place for all personnel potentially exposed to hazardous chemical substances which have the potential to cause immediate or long-term harm.

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Emergency showers and eyewash stations must be provided where required by law, or where a risk assessment indicates a need. The emergency showers and eyewash stations must be appropriately located, signposted, and regularly tested and maintained. Employees must receive training on the location and use of the showers / eyewash stations.

An emergency response plan for incidents involving hazardous chemical substances must be in place. Regular and appropriately staged emergency drills (possibly involving external spill response and ambulance support services) must be held and lessons learnt must be incorporated into the emergency response plan.

The contractor must provide appropriate storage facilities for all hazardous chemical substances to be used on site. The storage facilities must be secure and protected from damage. They must also be designed for easy access for firefighting purposes. Where applicable, the storage facility must protect chemical containers from physical damage due to temperature extremes, moisture, corrosive mists or vapours, and vehicles.

The inventory of hazardous chemical substances stored on site must be kept to a minimum. The quantity of each chemical stored must be justifiable.

Storage and segregation requirements for all hazardous chemical substances to be used on site must be based on:

- The quantities of the substances stored;
- The physical state of the substances (solid, liquid or gas);
- The degree of incompatibility; and
- The known behaviour of the substances.

Access to areas where hazardous chemical substances are stored and handled must be limited and controlled.

Every chemical substance container must be adequately and clearly labelled to identify its contents, to indicate precautionary requirements for the substance, and to indicate the date of expiry (if applicable). Pipes used to transfer / convey / distribute chemical substances must be clearly identified (e.g. colour coding). Directional flow must be indicated where practical.
Before any item, equipment or empty container containing a chemical residue is disposed of as general waste, it must be properly decontaminated (where applicable). Before being disposed of, empty chemical containers must also be rendered unusable for carrying water (by puncturing, cutting or crushing them).

Hazardous chemical substance waste (i.e. redundant / expired hazardous chemical substances, containers containing residues, contaminated items / materials, etc.) must be disposed of in accordance with the applicable legislation.

Maintenance, inspection and testing schedules and procedures must be in place for critical equipment associated with hazardous chemical substances.
A system must be in place to ensure that the risks are assessed before any changes are made to equipment and / or processes for the transportation, storage, handling, use or disposal of a hazardous chemical substance.

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A programme must be in place to continually investigate possibilities / opportunities for replacing hazardous substances with safer alternatives.

16.44 Radiation

The risks associated with ionising (from naturally occurring radioactive minerals (NORM), radon, and man-made sources), ultraviolet (UV) and electromagnetic field (EMF) radiation exposure must be assessed by a competent person.

There must be an inventory of all radiation sources that have the potential to cause adverse health effects. For each radiation source, the type of radiation (e.g. radioisotope, radon, x-ray, EMF, laser, etc.), the strength of the radiation, and the location must be recorded.

Where risk assessment indicates the need, a documented radiation management programme must be developed such that:

- All types of radiation sources are adequately characterised and described;
- Exposures are eliminated or reduced to as low as reasonably practicable (ALARP);
- A clearly defined chain of responsibility (with duties) is provided; and
- Education is provided for employees regarding radiation safety, including the radiation management programme elements.

The ionising radiation management programme must meet all applicable regulatory requirements, and as a minimum must include the following elements (as applicable):

- Surveyed radiation areas and quantification of exposure sources / levels;
- Exposure and medical monitoring programmes based on established investigation levels;
- Transport of radioactive materials in compliance with international radiation transport regulations, when no local regulations are in place;
- Waste monitoring and disposal programmes;
- Feedstock and equipment checks for naturally-occurring ionising radiation;
- Clearance and control procedures for all contaminated materials and equipment leaving or arriving at site (including scrap);
- Leak (wipe) tests on sealed radioactive containment equipment;
- Lock-out procedures for vessels and equipment containing radioactive sources and radon decay product measurement prior to entry;
- Emergency procedures;
- Environmental impact risk assessment (air, water, waste, foods, etc.);
- Product / waste life cycle control; and
- Dose assessment for employees and critical exposure groups, according to documented methods and by a competent person.

Areas with ionising radiation with annual doses greater than 5 milli Sieverts (mSv) must be designated as restricted access or controlled areas. These areas must be identified and mapped, signposted or otherwise clearly communicated to employees working in the area.

Each person whose potential exposure exceeds 5 mSv per annum or who is a designated radiation worker must undergo periodic personal radiation monitoring and medical surveillance designed to show continued fitness for radiation work.

All sources of ionising radiation must be managed in use and when they are either disposed of or securely stored in accordance with local regulations. Each operation where individual worker's exposures could exceed 5 mSv per annum must have a trained

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radiation protection adviser or ready access to a trained protection consultant.

There must be documented procedures for the inspection, assessment and maintenance of the controls, and emergency procedures to deal with incidents involving ionising radiation sources (including fire and explosions). All controls must be reassessed annually to ensure their continued effectiveness and that operating practices are in accordance with written procedures.

16.45 Thermal Stress

Hot areas or activities where employees have experienced or could experience excessive fatigue, muscle cramp, dehydration, dizziness and other symptoms of heat stress must be identified and described.

Where a risk of thermal stress is determined, a competent person must conduct monitoring surveys on site, in consultation with workers.

For defined extreme thermal conditions and job activities, medical examinations must include information about the operator's physiological and biomedical aspects, and an assessment of fitness for the working conditions.
Cold areas or activities where employees have experienced or could experience pain or loss of feeling in extremities, frostbite, severe shivering, excessive fatigue and other symptoms of cold stress must be identified and described.

Workplace thermal stress levels (temperature, air movement, humidity, etc.), activities (work level, etc.) and conditions (clothing, health, etc.) that have the potential to exacerbate thermal stress effects must be adequately characterised and described. Workplace exposure assessment must be repeated according to regulatory requirements or whenever there is a change in production, work organisation, process or equipment which may impact thermal stress levels.

Detailed heat stress assessment of identified tasks or jobs must be tiered to:

- Commence with the use of a simple heat stress index as a screening tool; then, if necessary;
- Use rational heat stress indices in an iterative manner to determine the 'best' control methods for alleviating potential heat stress; and
- Undertake physiological monitoring when exposure times are calculated to be less than 30 minutes, or where high level PPE that limits heat loss must be worn.

Detailed cold stress assessment of identified tasks or jobs must be conducted according to current appropriate guidelines that incorporate a cold stress index, to determine the 'best' control methods for alleviating potential cold stress.

When a risk of thermal stress is identified, the following exposure controls must be implemented:

- An acclimatisation period for new workers and those returning from extended leave or sickness;
- Training in the recognition of signs and symptoms of heat or cold stress, emergency procedures and preventative measures;
- Protective observation (buddy system or supervision); and
- A requirement for self-paced working.

The following exposure controls must be considered by a competent person:

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- Work / rest regimes and job rotation based on measurements conducted;
- Suitable rest areas with a provision of cool drinking water and cool conditions for high temperatures, or provision of warm drinks and warm conditions for cold temperatures;
- Selection of appropriate clothing or other PPE for extreme temperature conditions;
- The use of engineering controls; and
- Undertake hot / cold tasks during a cooler / warmer time of the day.

Where thermal stress is assessed to be a risk, the operation must develop a suitable emergency response plan.

16.46 Fitness for Work

The contractor must develop and implement a programme to manage employee fitness for work. All employees working on site for whom the contractor is responsible (i.e. direct employees of the contractor as well as the employees of any appointed sub-contractors) must be subject to this programme.

All safety critical jobs (i.e. roles where fatigue or other causes of reduced fitness for work could lead to serious injury, illness or death to employees, significant equipment / plant damage, or significant environmental impact) must be identified and the risks associated with reduced fitness for work in these roles must be assessed.

A programme to manage these risks must be implemented, and it must include:

- Mechanisms for managing fatigue, stress and lack of fitness;
- An alcohol and other (including prescription, pharmaceutical or illicit) drugs policy that includes testing;
- An Employee Assistance Programme providing confidential access to resources and counsellors; and
- Training and awareness programmes.

Each employee has an obligation to present health and safety fit for work at the start of the day / shift, and to remain fit for work throughout the work period. Reporting for work under the influence of alcohol or any other intoxicating substance will not be tolerated. Any transgression concerning the alcohol and other drugs policy applicable to the project may result in the offending employee's access to the project premises being temporarily or permanently withdrawn.

Alcohol and drug testing on the project premises will be carried out randomly (as employees report for duty and while the day / shift), following significant incidents (all persons involved), and whenever there is reasonable suspicion. Alcohol and drug testing may also be carried out as part of a Pre-Employment Medical Examination.

Sleep deprivation during shift work or from excessive working hours is a known cause of fatigue. Fatigued employees are at increased risk of accidents. Shift system design must consider:

- The effect on worker fatigue;
- The effects of activities carried out during scheduled and overtime hours;
- The impact on sleep cycles of activities such as commuting to and from site; and
- The monitoring and control of working hours.

The contractor is responsible for the administration of the working hours of his employees as well as the employees of any appointed sub-contractors. The maximum working hours

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per day and the minimum rest times between shifts must be specified in the contractor's Health and Safety Management Plan and must comply with all applicable legislation.

All employees engaged in safety critical jobs must undergo fitness assessments (medical examinations) which must be carried out prior to the commencement of employment on the project, prior to a change in role, periodically based on an employee's individual risk profile, and on termination of employment on the project:

- Pre-Employment Medical Examination – to assess the physical suitability of the person for the role and environment in which he will work (carried out prior to the commencement of employment on the project and prior to induction);
- Periodic (Surveillance) Medical Examination – to assess the ongoing physical condition of an employee to determine if his role is impacting on his health and whether the employee's fitness level is still adequate for the role he holds (these medical examinations are "risk driven" – the specific protocol followed and the frequency of the examinations will depend on the applicable legal requirements and the employee's individual risk profile as determined by his personal fitness, the nature of his role / duties, and the environment in which he works / occupational health hazards to which he is exposed). The periodic medical assessment programme must include:
  - The identification of modifiable risk factors that may impact fitness for work;
  - Education and support to maintain health or address identified risk factors; and
  - Education and support to help employees regain their fitness for work.
- Role Change Medical Examination – to assess an employee's physical suitability for a different role and work environment (carried out prior to a change in role / duties);
- Exit (Post-Employment) Medical Examination – to determine the total physical impact of the work the employee performed (carried out on termination of employment on the project if the employee worked on the project site for more than six months).

Note: The results of an Exit Medical Examination from previous employment will not be accepted as a Pre-Employment Medical Examination.

Note: The medical examinations described above may only be carried out by an occupational medical practitioner (i.e. a medical doctor who holds a qualification in occupational medicine).

A detailed job (role) description and an exposure profile (noise, dust, heat, fumes, vapours, etc.) must be provided for each employee or group of employees. The medical examinations that an employee undergoes must be based on (i.e. the employee's fitness must be assessed against) the information contained in these documents as well as the baseline risk assessment for the work. This information must be made available to the occupational medical practitioner performing the medical examination.

For each role, the medical criteria for fitness must be documented and these must be based on an evaluation of the physical and medical requirements for the role.
Depending on the circumstances, certain vaccinations may need to be provided to employees.
The medical examinations carried out for all drivers and operators must include testing / assessment for medical conditions that could affect the safe operation of vehicles or equipment.

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Specific testing / questioning must be carried out to determine if an individual:

- Suffers from epilepsy or any other medical condition deemed to be a risk by the occupational medical practitioner;
- Makes use of chronic medication that could affect performance;
- Is colour-blind; or
- Has poor day or night vision.

The medical examinations carried out for employees that are required to work at height must include testing / questioning to determine if an individual suffers from epilepsy, hypertension (high blood pressure) or any other medical condition deemed to be a risk (about working at height) by the occupational medical practitioner.
Electricians must be tested for colour-blindness.

Regarding the placement of new employees:

- Prospective employees must be referred to a suitable occupational medical practitioner (doctor) for a "Pre-Employment Medical Examination";
- If an individual is found to be medically "unfit for placement", the doctor will indicate which work activities cannot be performed by the person;
- The individual may still be employed on the project if his medical restrictions can be accommodated and provided that no legislation is transgressed.

A process must be established to manage medical restrictions that may be placed on an employee. For every employee with a medical restriction, regular follow up visits with the occupational medical practitioner must be arranged to ensure that each case is proactively managed.

An employee in a safety critical job must report (to his supervisor) any condition that might impair his ability to safely perform the duties associated with his role. A mechanism must be in place for such reports to be referred to an occupational medical practitioner to determine if the employee is fit to continue with his work.
Proof of all medical examinations (i.e. certificates of fitness signed by an occupational medical practitioner) must be kept on site and these records must be readily available for inspection by the nominated project management representative.

An employee's certificates of fitness must be included in his Personal Profile (dossier). If an Employee Personal Profile (dossier) hasn't already been compiled for a particular employee, then this must be done without delay following the employee's Pre-Employment Medical Examination.
No employee in a safety critical role may commence work on site without proof that he has undergone a Pre-Employment Medical Examination.

Occupational medical examinations and data interpretation may only be carried out by medical practitioners that are appropriately qualified and certified to do so.
Occupational medical data contained in reports to management must be grouped and summarised to ensure that the confidentiality rights of each individual employee are maintained.
All occupational medical data and records must be retained for at least 40 years.

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16.47 Legionnaires Disease

All equipment with the potential for generating Legionella (such as cooling towers and associated equipment, air-handling systems, hot water services and showers) must be identified and the risks of contamination and aerosol generation assessed.

Where there is an assessed risk that Legionella could grow in the system and cause harm, a programme must be in place such that:

- All such equipment is identified on a register. The register must contain details of the regular maintenance, cleaning and checking programmes;
- Control measures are in place to minimise aerosol emissions;
- There must be a documented water treatment programme, including procedures for inspection, assessment and maintenance of the controls; and
- New or retrofitted equipment is designed and constructed to minimise the risk of Legionella growth.
- Where available, the Legionella plate count test should be used if more effective methods are not available.

Good maintenance procedures must be followed to minimise the risk of significant contamination of equipment with other bacteria and microbial organisms.

Adequate procedures must be available for disinfecting systems if significant concentrations of Legionella bacteria are present. Once disinfected, systems must be retested to confirm effectiveness of treatment.

16.48 HIV / AIDS

The contractor must assess the risks posed by HIV. Appropriate mitigation strategies must be implemented as required.
Discrimination towards employees based on actual or perceived HIV status is forbidden.
All information on the HIV status and condition of employees and community members, including that relating to counselling, care and treatment and receipt of benefits, must be maintained in medical confidence.

HIV / AIDS screening may not be a requirement for recruitment or a condition of employment.

17. Occupational Hygiene

These services are to be provided by TCP):

- Chemical agents =Gases, vapours, solids, fibres, liquids, dusts, mists, fumes, etc.
- Physical agents =Noise, Vibration, Heat, Cold, Electromagnetic fields, lighting etc.
- Biological agents =Bacteria, fungi, etc.
- Ergonomic factors =Lifting, stretching, and repetitive motion.
- Psychosocial factors =Stress, workload and work organisation

TCP Occupational health must provide the contractor with the health risk assessment in respect of existing Occupational Health Risk on Sites

Additionally, an Occupational Health Program for monitoring the existing Occupational health Risk will be given to the Contractor

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The contractor must conduct an Occupational Health Risk Assessment in respect of their trade.
The contractor must appoint an Approved Inspection Authority (AIA) for Occupational Hygiene to conduct the identified Occupational hygiene Surveys.

17.1 Lighting

- Should be measured once-off within 6 months of new installations prior to work commencing for the first time in any area
- The installations should be placed on a maintenance/ repair/ replacement schedule by management. Proof of this should be available
- Lighting and ventilation shall comply with the National Building Regulations (SANS 10400-O: Lighting and Ventilation) before occupancy is established
- Measurements do not need to be conducted by an Approved Inspection Authority for Occupational Hygiene

17.2 Particulate and Gas/ Vapor Exposures (page 127)

The concentration of an HCS in the air is, or maybe, such that the exposure of employees working in that workplace exceeds the recommended limit without the wearing of respiratory protective equipment, is zoned as a respirator zone

17.3 Thermal Stress

Hot areas or activities where employees have experienced or could experience excessive fatigue, muscle cramp, dehydration, dizziness and other symptoms of heat stress must be identified and described.
Where a risk of thermal stress is determined, a competent person must conduct monitoring surveys on site, in consultation with workers.
For defined extreme thermal conditions and job activities, medical examinations must include information about the operator's physiological and biomedical aspects, and an assessment of fitness for the working conditions.

Cold areas or activities where employees have experienced or could experience pain or loss of feeling in extremities, frostbite, severe shivering, excessive fatigue and other symptoms of cold stress must be identified and described.
Workplace thermal stress levels (temperature, air movement, humidity, etc.), activities (work level, etc.) and conditions (clothing, health, etc.) that have the potential to exacerbate thermal stress effects must be adequately characterized and described. Workplace exposure assessment must be repeated according to regulatory requirements or whenever there is a change in production, work organization, process or equipment which may impact thermal stress levels.
Detailed heat stress assessment of identified tasks or jobs must be tiered to:

- Commence with the use of a simple heat stress index as a screening tool; then, if necessary;

- Use rational heat stress indices in an iterative manner to determine the 'best' control methods for alleviating potential heat stress; and

- Undertake physiological monitoring when exposure times are calculated to be less than 30 minutes, or where high-level PPE that limits heat loss must be worn.

Detailed cold stress assessment of identified tasks or jobs must be conducted according to current appropriate guidelines that incorporate a cold stress index, to determine the 'best' control methods for alleviating potential cold stress.
When a risk of thermal stress is identified, the following exposure controls must be implemented:

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• An acclimatization period for new workers and those returning from extended leave or sickness;

• Training in the recognition of signs and symptoms of heat or cold stress, emergency procedures and preventative measures;

• Protective observation (buddy system or supervision); and

• A requirement for self-paced working.

The following exposure controls must be considered by a competent person:
• Work / rest regimes and job rotation based on measurements conducted;

• Suitable rest areas with a provision of cool drinking water and cool conditions for high temperatures, or provision of warm drinks and warm conditions for cold temperatures;

• Selection of appropriate clothing or other PPE for extreme temperature conditions;

• The use of engineering controls; and

• Undertake hot / cold tasks during a cooler / warmer time of the day.

Where thermal stress is assessed to be a risk, the operation must develop a suitable emergency response plan.

17.4 Measuring and Monitoring

The workplace exposure (or potential exposure) of persons to occupational health stressors must be measured and monitored to determine the effectiveness of control measures as well as compliance with legal and other requirements, particularly Occupational Exposure Limits.
All such measuring and monitoring must be carried out by an Approved Inspection Authority (i.e. a specialist service provider that is appropriately registered with a governing authority).
A plan for measuring and monitoring occupational exposure must be developed and it must include:
• Detail of what must be measured and monitored, based on a risk assessment and / or identified legal or other requirements;

• The frequency of measurement and monitoring;

• A description of the necessary equipment;

• Data quality requirements and controls (including details on the sample size for statistical validation and any rejection criteria);

• The sampling and analysis method(s) including any laboratory certification requirements; and

• The competency requirements for persons carrying out workplace monitoring.

Each instrument and item of equipment used for occupational exposure measurement and / or monitoring must be:
• Properly maintained to ensure compliance with legislative requirements;

• Controlled and safeguarded from unintentional adjustments;

• Suitably stored and protected from damage; and

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• Calibrated or verified against a traceable standard at specific intervals (calibration records must be retained).

Each analytical laboratory service that is used must have implemented a credible quality assurance or quality control programme.
All monitoring results obtained must be analyzed on a regular basis to:
• Identify trends and potential exceedances of legal or other requirements (such as Occupational Exposure Limits);

• Identify inconsistent or unusual results;

• Evaluate the effectiveness of existing control measures;

• Measure performance against stated objectives; and Identify continual improvement opportunities.

Each exceedance of a specified requirement or limit must be recorded, investigated and reported. Appropriate corrective actions must be identified and implemented.

18. Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.
A contractor must ensure that all temporary works structures are adequately erected, supported, braced; and
A contractor must ensure that, all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;

All temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted; detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;

All persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;

All temporary works structures are inspected by a competent person
all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;

No person may cast concrete, until authorization in writing has been given by the competent person; if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;

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- adequate precautionary measures are taken in order to—
- secure any deck panels against displacement; and
- prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person contemplated in paragraph (a);
- The foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for
- a temporary works drawing or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- The temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

19. Structure

A contractor must ensure that,
all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

No structure or part of a structure is loaded in a manner which would render it unsafe; and
all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other contractors, the client and the client's agent or employee.
An owner of a structure must ensure that;
Inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
That the inspections contemplated in paragraph (a) 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 to an inspector.

20. Emergency Preparedness and Response

The contractor must develop, implement, test and maintain an Emergency Response Plan (incorporating emergency evacuation procedures) that focuses specifically on the contractor's team and work activities. The plan must be risk-based and must detail the procedures that must be followed when responding to all potential emergency scenarios such as a medical emergency (including first aid response), a fire, an explosion, a

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hazardous substance spill, flooding, rescue from height, rescue from a confined space, etc.

The contractor's Emergency Response Plan must be aligned with the Emergency Response Plan developed for the project.
Potential off-site emergency scenarios must be included (e.g. emergency scenarios related to the transport of personnel, the transport of hazardous materials, and personnel performing work in remote locations).

Consideration must be given to neighbours, and to the availability and capability of local emergency services. Details of any arrangements with external emergency response service providers must be included.
The Emergency Response Plan must satisfy and comply with all applicable legal requirements.
The plan must be adequately resourced to ensure effective implementation. These resources must include appropriate personnel, external emergency response service providers, emergency response equipment, and warning devices. All equipment and warning devices must be identified, maintained and tested to ensure availability at all times.

Accountability for the Emergency Response Plan must be clearly defined. An Emergency Response Team (ERT) responsible for the implementation, management and execution of the Emergency Response Plan must be established. The roles and responsibilities of each team member must be clearly defined in the plan. Each team member must receive appropriate training to ensure that each role is performed competently.

The process for managing incident communication, notification, and reporting must be incorporated into the Emergency Response Plan. The responsible person(s) must be clearly identified, and the protocols for communicating with internal and external stakeholders must be defined.
Emergency evacuation procedures must be developed and included in the Emergency Response Plan.
A copy of the plan must be provided to the nominated project management representative for approval prior to site establishment.
The Emergency Response Plan must be formally reviewed (and amended if necessary) on at least an annual basis, and following any emergency, to ensure that it remains appropriate and effective.
At each project work site:

- A suitable evacuation alarm (siren) must be provided. If work is to be carried out in proximity to an existing operational plant, the alarm provided by the contractor must be distinctly different (in terms of the sound that it generates) to any alarm installed in the operational plant. All persons working in an area where an evacuation alarm is sounded must respond to it immediately.
- Suitable fire-fighting equipment must be provided and maintained, and personnel must be trained in fire-fighting procedures and the use of fire-fighting equipment.
- Suitable first aid equipment and supplies must be provided and maintained, and an adequate number of appropriately trained First Aiders must be in place (refer to Section 14.2).
- Emergency assembly points positioned in safe locations away from buildings, plant and equipment must be designated (and conspicuously signposted). In the event of an evacuation, all persons (i.e. personnel and visitors) must assemble and be accounted for at these emergency assembly points.

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- All personnel must receive awareness training on the applicable emergency response procedures, and all visitors entering the site must be properly instructed in these procedures.
- The emergency response procedures must be displayed on each notice board.
- A diagram (site plan) indicating evacuation routes, emergency assembly point locations, and the positioning of emergency equipment (fire extinguishers, first aid boxes, etc.) must be prominently displayed in all buildings and plants, in all offices, on all notice boards, and in other locations on the site as may be required.
- An up-to-date list of emergency telephone numbers must be compiled and maintained. A copy of this list must be posted at each site entrance, in each office, near each telephone, and on every notice board.
- Emergency response drills must be conducted to test the effectiveness of the emergency procedures and equipment, as well as the knowledge and proficiency of the response personnel. Where appropriate, drills must include liaison with and the involvement of external emergency response service providers. A variety of emergency scenarios must be tested including, but not limited to, medical emergencies, fires, rescues, and hazardous substance spills. A drill must be carried out one month after site establishment and six-monthly thereafter.

Each drill must be monitored, and the outcomes (highlights and shortcomings) must be documented. Corrective actions must be identified and implemented to address the shortcomings, and the Emergency Response Plan and associated procedures must be amended as required.

20.1 Fire Fighting

The contractor must ensure that Fire Fighting requirements are met

20.2 First Aid

The contractor must ensure that First Aiders are trained and appointed as described in (Section 9.5)

20.2.1 First Aid Kits

A suitable first aid kit (i.e. appropriate to the level of training) must be readily available to each First Aider. All kits must be provided and maintained by the contractor.

Considering the type of injuries that are likely to occur in the workplace, each first aid kit must contain suitable equipment and supplies. First aid equipment and supplies required by applicable legislation must be provided as a minimum.

The contents of each first aid kit must be kept clean and dry. Each kit must be contained in either a portable weatherproof case / bag or a steel box mounted to a fixed structure. Access to first aid equipment / supplies must be limited to train First Aiders only. Access to portable kit bags must be controlled and steel first aid boxes mounted in the workplace must be kept locked.
Approved signage must be in place to indicate the locations of the first aid boxes / bags.
A record of each treatment administered must be kept in a suitable register.

The first aid kits must, as a minimum, contain the following equipment and supplies:

Table 20.2.1-1 Minimum Requirements to be included when equipping first aid boxes

Item 1:	Wound cleaner/ antiseptic – 100ml;

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Item 2:	Swabs for cleaning wounds;
Item 3:	Cotton wool for padding – 100g;
Item 4:	Sterile gauze – minimum quantity 10;
Item 5:	1 x Pair of forceps – for splinters;
Item 6:	1 x Pair of scissors – minimum size 100mm
Item 7:	1 x Set of safety pins;
Item 8:	4 x Triangular bandages;
Item 9:	4 x Roller bandages – 75mm x 5m;
Item 10:	4 x Roller bandages – 100mm x 5m;
Item 11:	1 x Roll of elastic adhesive – 25mm x 3m;
Item 12:	1 x Non-allergenic adhesive strip – 25mm x 3m;
Item 13:	1 x Packet of adhesive dressing strips – minimum quantity 10 assorted sizes;
Item 14:	4 x First aid dressings – 75mm x 100mm;
Item 15:	4 x First aid dressings – 150mm x 200mm;
Item 16:	2 x Straight splints;
Item 17:	2 x Pairs large and 2 x pairs medium disposable latex gloves;
Item 18:	2 x CPR mouth pieces or similar devices.

Additional items / supplies may need to be provided depending on the nature of the workplace (specific hazards) and the level of training of the first aider in position of the kit.

21. Management Review

A review of the contractor's Health and Safety Management System must be completed annually to ensure that the system continues to be effective in managing health and safety performance and meeting project requirements.

The review must evaluate if there is any need for change and must identify actions to improve the system.

The review must be led by senior management and the following must be considered:

- The suitability of the policy adopted for the project;
- The impact of changing legislation;
- The management of risk;
- Health and safety objectives and performance indicators;
- Changing expectations and requirements of relevant stakeholders;
- Changes to the contractor's scope, schedule, designs, etc.;
- Changes to the contractor's organisational structure;
- Communication and feedback (particularly from employees, Project representatives, and client representatives);
- The effectiveness of the management of change process;
- Workplace exposure monitoring and medical surveillance;
- The status of corrective actions;

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- Performance statistics, including an annual summary of safety statistics, and occupational hygiene monitoring and medical surveillance results;
- Non-conformances (findings) from completed audits;
- Follow up on actions from previous management reviews; and
- Recommendations and opportunities for improving the effectiveness of the management system.

A record of each completed management review must be retained, and it must include all decisions and identified actions concerning alterations, modifications or improvements to the management system that demonstrate a commitment to continual improvement.
For occupational hygiene: **Approved Inspection Authority (AIA) for Occupational Hygiene**

22. Management of Change

To ensure that proposed changes do not give rise to unacceptable health or safety risk, the contractor must develop and implement a process for identifying and managing change in the workplace (e.g. changes to scope, schedule, procedures, work methods, site conditions, designs, plans, plant and equipment, materials, processes, etc.) that may impact on health or safety performance.

The management of change process must take into consideration that changes may be planned or unplanned, sudden or gradual, temporary or permanent.

The process must aim to ensure that:

- Changes are identified and assessed before they are implemented;
- Careful consideration is given to managing the risks associated with any change;
- Due diligence can be shown to have taken place;
- The number of unsatisfactory or unnecessary changes is minimised;
- The right people are involved in the change process; and
- All statutory requirements are met.

All risks associated with a proposed change must be evaluated and ranked. The risks that are ranked as moderate or higher must be managed to prevent serious injury or illness.

It must not simply be assumed that a change will not result in significant risks. All proposed changes must be formally evaluated. The evaluation or review must include:

- An appropriate level of technical expertise;
- The involvement of the workforce potentially affected by the proposed change; and
- Approval of the change by a person with at least the same level of authority as those who control the existing process or item being changed.

23. Sub-contractor Alignment / Stakeholder management

Processes must be in place to ensure that the health and safety risks associated with the procurement of materials, equipment, services and labour are identified, evaluated and effectively managed.

A process for evaluating a sub-contractor's (or supplier's) ability to provide materials, equipment, services and labour that meet defined specifications must be in place. A prospective sub-contractor's health and safety management expertise, experience and capability (including previous health and safety performance) must be formally assessed prior to any contract or purchase order being awarded.

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Each appointed sub-contractor must develop and implement a detailed Health and Safety Management Plan based on the requirements of the contractor's Health and Safety Management Plan and the Health and Safety Specification for the project. This plan must be reviewed and approved by the contractor prior to the commencement of any work.

The properties of all materials provided to the project must be adequately understood, documented and integrated into operating procedures where exposure to these materials presents a significant health or safety risk.

Procedures, commensurate with the evaluated risk, must be in place for the receiving, storing, dispatching and transporting of all equipment and materials.

Before work commences on any contract, all sub-contractor personnel must receive comprehensive orientation and induction training (refer to Section 11).
All work carried out by a sub-contractor must be managed (activity supervised) throughout the contract period and performance must be reviewed (audited) on a regular basis (refer to Section 21).

24. Measuring and Monitoring

The workplace exposure (or potential exposure) of persons to hazardous substances or agents must be measured and monitored to determine the effectiveness of control measures as well as compliance with legal and other requirements, particularly Occupational Exposure Limits.
All such measuring and monitoring must be carried out by an Approved Inspection Authority (i.e. a specialist service provider that is appropriately registered with a governing authority).

A plan for measuring and monitoring occupational exposure must be developed and it must include:

- Detail of what must be measured and monitored, based on a risk assessment and / or identified legal or other requirements;
- The frequency of measurement and monitoring;
- A description of the necessary equipment;
- Data quality requirements and controls (including details on the sample size for statistical validation and any rejection criteria);
- The sampling and analysis method(s) including any laboratory certification requirements; and
- The competency requirements for persons carrying out workplace monitoring.

Each instrument and item of equipment used for occupational exposure measurement and / or monitoring must be:

- Properly maintained to ensure compliance with legislative requirements;
- Controlled and safeguarded from unintentional adjustments;
- Suitably stored and protected from damage; and
- Calibrated or verified against a traceable standard at specific intervals (calibration records must be retained).

Each analytical laboratory service that is used must have implemented a credible quality assurance or quality control programme.

All monitoring results obtained must be analysed on a regular basis to:

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- Identify trends and potential exceedances of legal or other requirements (such as Occupational Exposure Limits);
- Identify inconsistent or unusual results;
- Evaluate the effectiveness of existing control measures;
- Measure performance against stated objectives; and
- Identify continual improvement opportunities.

Each exceedance of a specified requirement or limit must be recorded, investigated and reported. Appropriate corrective actions must be identified and implemented.

25. Incident Reporting and Investigation

The contractor must establish a procedure for the management of all health and safety incidents. This procedure must define the responsibilities, methodologies and processes that must be followed for:

- Reporting an incident;
- Investigating an incident;
- Analysing an incident to determine the root cause;
- Identifying and implementing corrective actions to prevent a recurrence; and
- Communicating information concerning an incident to relevant persons and / or groups.

Please Note: Arrangements must be in place to ensure that proper medical care is provided to any contractor (or sub-contractor) employee that suffers an occupational injury or illness (refer to Section 15). These arrangements must be described in the contractor's Health and Safety Management Plan.

An incident may have multiple impacts. For each impact, the Actual Consequence and the Maximum Reasonable Outcome must be evaluated. Each impact must be evaluated independently, with the most significant classification forming the primary rating of the incident.

A Near Hit is an incident. All Near Hits must be reported.

The Maximum Reasonable Outcome (MRO) is based on a risk evaluation of the maximum reasonable consequence of an impact and the likelihood of the event occurring again given a reasonable failure of existing controls. Using the matrix referred to above, each impact must be evaluated and classified as:

- Low;
- Moderate;
- High; or
- Extreme.

An incident must be reported on the same workday or shift on which it occurs and preliminary details must be recorded
Depending on the Actual Consequence and Maximum Reasonable Potential Outcome of the impact(s), the relevant internal and external parties must be notified in accordance with specified protocols and timeframes, and legislative requirements.

In the event of a significant incident (i.e. an incident with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Potential Outcome of High or

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Extreme, work must cease and must only resume once the necessary actions (including the re-evaluation of any relevant risk assessments) have been taken to eliminate or reduce the risk of recurrence. Work must only be permitted to recommence once formal authorisation has been granted by the Project Construction Manager. In the case of incidents with an Actual Consequence of Major or Catastrophic, work must not be permitted to recommence until authorisation has been granted by the relevant government authorities (i.e. the South African Police, the Department of Labour or the Department of Mineral Resources).

The Contract Manager must ensure that an investigation is completed for each incident that occurs, and that appropriately senior personnel participate in, and authorise the outcomes of, each investigation. Incident investigations must be facilitated by competent and experienced persons who have been trained in the appropriate methodology.

All significant incidents (i.e. incidents with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Outcome of High or Extreme must be investigated using the approved Transnet investigation methodology. Such an investigation must be facilitated by a trained project representative within 7 calendar days.

For all other incidents (i.e. incidents with an Actual Consequence of Insignificant or Minor, or a Maximum Reasonable Outcome of Low or Moderate other methodologies approved by the Project Health and Safety Manager must be used.

Each incident (including Near Hits) must be investigated to a level of detail that is appropriate for the Maximum Reasonable Potential Outcome of the incident.

Each incident must be analysed to determine the root cause, and corrective actions must be identified and prioritised for implementation to eliminate or reduce the risk(s) in order to prevent recurrence of the incident.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing incidents) must be monitored and reported on. The implementation of corrective actions must be verified during monthly audits by the Project Health and Safety Advisors but also no later than 30 calendar days after the conclusion of the incident investigation.
The contractor must document the results of each investigation, and a report must be submitted to the nominated project management representative within five working days of the incident occurring.

As a minimum, each incident report must include:

- The date, time and location of the incident;
- A detailed description of the incident, including photographs;
- The names of any injured persons;
- Injury details (if applicable);
- A summary of the first aid and / or medical treatment provided (if applicable);
- The current status of any injured persons;
- The root causes of the incident; and
- Detailed corrective actions, including responsible persons and target dates for implementation.

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Each significant incident must be summarised for its lessons learnt following the investigation. This information must be reviewed by the contractor's Project Manager to assure completeness, accuracy and relevance before it is shared with (communicated to) all project personnel.

26. Non-conformance and Action Management

The contractor must establish a process for identifying and recording corrective actions arising from:

- Incident investigations;
- Hazard identification and risk assessment;
- Measurement and monitoring;
- Improvement plans and suggestions;
- Managing change;
- Audits and inspections; and
- Safety observations and coaching (safety interactions).

The contractor must establish a procedure for managing actions that addresses:

- Identification, categorisation and prioritisation of actions;
- Formal evaluation and approval of actions (management of change process);
- Assignment of responsibilities, resources and schedules for implementation;
- Implementation of actions;
- Tracking and reporting on implementation status; and
- Monitoring and verifying the effectiveness of the actions.

27. Performance Assessment and Auditing

The contractor must establish and maintain programmes for measuring and monitoring HEALTH AND SAFETY performance on a regular basis. Metrics must include leading and lagging indicators and be based on qualitative and quantitative data.

27.1 Reporting on Performance

Reports summarising the contractor's health and safety performance on the project must be compiled on a weekly and a monthly basis.

The contractor must be prepared to discuss the content of these reports at scheduled health and safety meetings.

The reports must contain the following information:

- Number of contractor and sub-contractor employees on site;
- Total hours worked on site by contractor and sub-contractor employees (by company);
- Number of incidents by category (i.e. Near Hit, FAI, MTI and LTI);
- Lost Time Injury Frequency Rate (LTIFR) (project to date and 12-month rolling);
- Details of all new incidents for the reporting period and the corrective actions taken or to be taken;
- Feedback (progress updates) on all open incidents and outstanding corrective actions;
- Status and feedback on any employee that may have been injured and has not yet returned to work;
- Details of all health and safety training carried out during the reporting period;
- Number of SOC's (Safety Observations and Coaching) carried out during the reporting period;
- SOC trends identified and proposed action for the coming week or month to maintain positive trends and / or address negative trends;

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- Details of all audits, inspections and site visits carried out during the reporting period, and the corrective actions taken (or to be taken) to address all non-conformances;
- Feedback (progress updates) on all open non-conformances and outstanding corrective actions;
- Number of Toolbox Talks conducted during the reporting period (monthly);
- Number of Planned Task Observations (PTO's) carried out during the reporting period (monthly);
- Details of all active risk assessments and Safe Work Procedures highlighting those that are due for review in the coming month (monthly);
- A look ahead (to the coming week, month or quarter) to ensure that appropriate health and safety planning and preparation is done for upcoming work;
- Challenges faced regarding health and safety; and
- Any other health and safety related information specific to the project that may be required.

Leading indicators (e.g. audit findings, observations, etc.) must be analysed, and any negative trends identified regarding unsafe behaviour or conditions must be appropriately addressed to prevent incidents.

Lagging indicators (e.g. injuries, illnesses, near hits, etc.) must be investigated in detail to determine the root causes. Corrective actions must be identified, implemented and integrated into Safe Work Procedures to prevent recurrences.

27.2 Audits and Inspections

On a monthly basis, the health and safety management system and workplace activities of the contractor will be audited by a Project Health and Safety Advisor to assess compliance with the project health and safety requirements. Any deviation from these requirements (i.e. non-conformance) that places the health or safety of any person in immediate danger will result in the specific activity being stopped until the non-conformance is corrected.

For each non-conformance determined during any audit, the contractor must identify and implement appropriate corrective actions.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing non-conformances) must be monitored and reported on. The implementation of corrective actions will be verified during the monthly audits.

Should it be determined that the contractor's level of compliance is unsatisfactory, all work being performed by the contractor on the project site may be stopped (at the contractor's expense) until an investigation into the reasons for the poor performance has been carried out, a corrective action plan has been developed, and corrective actions have been implemented.

In addition to the audit carried out by the Project Health and Safety Advisor, the contractor must carry out an internal audit monthly to assess compliance with the project health and safety requirements (including the requirements of this specification and the contractor's Health and Safety Management Plan). Furthermore, the contractor must ensure that each appointed sub-contractor is audited and measured to the same standard. Copies of these audit reports must be submitted to the Project Health and Safety Advisor monthly.

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The contractor must carry out internal health and safety inspections as follows:

- General site health and safety inspections daily; and
- Inspections of plant, tools and equipment prior to establishment or use on site, and at least monthly thereafter.

All audits and inspections must be carried out by competent persons who have been appointed in writing.

A schedule of planned audits and inspections must be compiled and maintained ensuring that:

- All work areas and all activities are covered at regular intervals;
- All applicable legal requirements are complied with; and
- Areas or activities with significant associated hazards or risks receive greater attention.

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ANNEXURE J

❖ PRICING SCHEDULE

Tender Number: TNPA/2026/06/1234/6969/RFP- Provision of Construction Plant Hire Services on an as and when required basis at the Port of Durban for a period of thirty-six (36) months

BILL OF QUANTITIES

Item	Description	Unit	Qty	Unit Price	Total Price
1.	**Preliminary & General and Safety**				
1.1	Plant establishment (inc. all plants)	P/day	50		
1.2	Plant de-establishment (inc. all plants)	P/day	50		
1.3	Safety file (file to be updated yearly)	sum	1		
2.	**Supply and deliver plant and Equipment (wet rate) with operators**				
2.1	Crane truck (35 tons)	Hours	400		
2.1.1	Crane truck (4 tons)	Hours	1		Rate only
2.2	Excavator long reach (40tons)	Hours	400		
2.2.1	Excavator (1.6 tons)	Hours	1		Rate only
2.3	Bulldozer (25tons)	Hours	250		
2.3.1	Bulldozer (1.5 tons)	Hours	1		Rate only
2.4	Dump truck (15 tons)	Hours	250		
2.4.1	Dump truck (300kg)	Hours	1		Rate only
2.5	Roller (10 tons)	Hours	400		
2.5.1	Roller (0.5kg)	Hours	1		Rate only
2.6	Grader (18 tons-medium size)	Hours	200		
2.6.1	Grader (9 tons)	Hours	1		Rate only
2.7	Generator (250 KW)	Hours	400		
2.7.1	Generator (5 KW)	Hours	1		Rate only
2.8	Water pump (6”)	Hours	400		
2.8.1	Water pump (0.5”)	Hours	1		Rate only
2.9	Forklift (12 tons)	Hours	100		
2.9.1	Forklift (1.5 tons)	Hours	1		Rate only
2.10	Band sawing machine (14”)	hours	200		
2.10.1	Band sawing machine (8”)	Hours	1		Rate only
2.11	Grinding machine (rotary surface grinder)	Hours	200		
2.12	Milling machine (hot/cold)	Hours	400		
2.13	TLB (4 in 1 bucket) @20 tons	Hours	200		
2.13.1	TLB (3.5ton)	Hours	1		Rate only
2.14	Scissor lift (16m)	Hours	200		

Item	Description	Unit	Qty	Unit Price	Total Price
2.14.1	Scissor lift (6m)	Hours	1		Rate only
2.15	Aerial platform (16m)	Hours	400		
2.15.1	Aerial platform (8m)	Hours	1		Rate only
	Total Cost Year 1 (Y1) value (Excluding vat)				

Cost Breakdown	
Total Cost Year 1 (Y1) value (Excluding vat)	
Total Cost for 3 years = Total Cost Year 1 excluding vat X 3	
VAT @15%	
Total Cost for 3 Years Including Vat	

Notes to Pricing:

Prices on the Contract will be fixed for the first 12 months of the Contract. Thereafter the Contract price adjustment will be reviewed on each anniversary of the Contract, taking into account the actual Consumer Price Index (CPI) for that particular year as published by Statistics South Africa. The CPI percentage published by Stats SA will be used to determine the appropriate percentage mark-up.

Respondents are required to complete the BOQ in full, failure to complete may result in Disqualification.