

**REQUEST FOR TENDER (RFT): GAUTENG SOUTH REHABILITATION
OF RAILWAY TRACK WITH AN ONTRACK BALLAST SCREENING
MACHINES FOR FIVE (5) YEARS**



HO/PT/ENG/(OTM)/213/10/2022

HEALTH AND SAFETY

COMPLIANCE WITH SAFETY LEGISLATION AND POLICIES

- 1.1 The Contractor shall comply with all applicable legislation and the Employer's safety requirements adopted from time to time and instructed by the Consultant. Such compliance shall be entirely at the Contractor's own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.2 The Contractor shall, in particular, comply with the following Acts: -
- 1.3 The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, as amended ("COIDA"). The Contractor shall produce proof of registration and good standing with the Compensation Commissioner in terms of COIDA;
- 1.4 The Occupational Health and Safety Act No.85 of 1993, as amended ("OHSA"). The Contractor is in terms of section 37(2) of OHSA, deemed to be an employer in his own right with duties as prescribed in the OHSA, and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of OHSA in respect of all persons in his employ, other persons on the premises or the Site or place of the Works or on the Works to be executed by him and under his control in terms of the Contract. This Contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section;
- 1.5 The Explosives Act No.15 of 2003, as amended ("Explosives Act") and applicable regulations, as well as the blasting regulations from the OHSA. The Contractor shall when applicable, furnish the Project Manager with copies of the permits authorising him or his employee, to establish an explosives magazine on or near the Site and to undertake blasting operations in compliance with the Explosives Act.
- 1.6 National Railway Safety Regulator Act No.16 of 2002; as amended; and
- 1.7 Provincial Ordinances and Local Authority By-laws, and all relevant regulations framed thereunder having an effect on his business or the operator provided in terms of this Contract.
- 1.8 The Contractor shall comply with the safety arrangements and procedural compliance with the OHSA and regulations, as more fully set out in Annexure "K" attached hereto, and shall, before commencement with the execution of the Contract, which shall include Site establishment and delivery of Construction Plant and Equipment or Materials, submit to the Consultant-
- 1.9 documentary proof of his procedural compliance with the OHSA; and
- 1.10 particulars of the health and safety programme to be implemented on the Site in accordance with Annexure "K".
- 1.11 The Contractor's health and safety programme will be subject to acceptance by the Consultant, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of OHSA.

- 1.12 The Contractor shall comply with the current specification for Works on, over, under or adjacent to railway lines and near high voltage Equipment - E7/1 (2012) (Annexure "Q"), if applicable, and shall take particular care of the safety of his employees working on or in close proximity to a railway line during track occupations as well as under normal operational conditions. He shall also comply with all other safety requirements, regulations and guidelines of Employer applicable to the nature of Works carried out under the Contract, and as instructed by the Consultant from time to time.
- 1.13 In addition to compliance with clause 1.2 hereof, the Contractor shall report all incidents contemplated by section 24 of OHSA to the Consultant. Any incident resulting in the death of or injury to any person on the Works shall be reported within 24 (twenty four) hours of its occurrence and any other incident shall be reported within 48 (forty eight) hours of its occurrence."

PROTECTION OF PERSONS AND PROPERTY

- 1.14 The Contractor shall provide and maintain all lights, guards, barriers, fencing and watchmen when and where necessary or as required by the Consultant or by any statutory authority, for the protection of the Works and for the safety and convenience of the public. Red, yellow, green or blue lights and red, yellow, green or white flags shall not be used by the Contractor in such a position that they can be mistaken for railway signals.
- 1.15 The Contractor shall take all the requisite measures and precautions during the course of the Works and during blasting operations to -
- 1.16 protect the public and property of the public;
- 1.17 protect the property and workmen of both Employer and the Contractor;
- 1.18 avoid damage to and prevent trespass on adjoining properties, and
- 1.19 ensure compliance with any instruction issued by the Consultant or by any person appointed by him, or any instruction embodied in the contract documents, which affects the safety of any person or thing.
- 1.20 The Employer will provide, at its own cost, protection for the safe working of trains during approved blasting operations and during such other operations as the Consultant may consider necessary. Protection by Employer, for any purpose whatsoever, does not absolve the Contractor from his responsibilities in terms of the contract.
- 1.21 The Contractor shall take all precautions and appoint guards, watchmen and compound managers for prevention of disorder among and misconduct by the persons employed on the Works and by any other persons, whether employees or not, on the site of the Works and for the preservation of the peace and protection of persons and property in the neighbourhood of the Works. Any relocation of Worksite camps on account of disorder shall be at the Contractor's expense.
- 1.22 All operations necessary for the execution of the Works, including the provision of any Temporary Works and Worksite camps, shall be carried out so as not to cause veld fires, ground, water or atmospheric pollution, soil erosion or restriction of or interference with streams, furrows, drains and water supplies. If the original surface of the ground is disturbed in connection with the Works, it shall be made good by the Contractor to the

satisfaction of the land owner, occupier or responsible authority. The Contractor shall take all reasonable steps to minimise noise and disturbance when carrying out all work, including work permitted outside normal working hours.

- 1.23 Dumping of waste or excess materials by the Contractor shall, in urban areas, be done under the direction and control of, and at Sites made available by the local authority. Dumping outside local authority boundaries shall be done only with the express permission and under the direction and control of the Consultant. The Contractor shall comply with environmental protection measures and specifications stipulated by the Consultant and/or local and environmental authorities in accordance with all applicable environmental legislation.

REPORTING ACCIDENTS

- 1.24 In addition to any statutory obligations, the Contractor shall, as soon as possible, report to the Consultant and Employer's insurance department every occurrence on the Works or the Site which causes damage to property, or injury or death to persons including the Contractor's employees.
- 1.25 If required by the Consultant, the Contractor shall submit a written report to the Consultant within 48 hours of such requirement, setting out full details of the occurrence. The Consultant shall have the right to make any enquiries, either on the Site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall make available to the Consultant the necessary facilities for carrying out such enquiries.

SIGNED at _____ on _____ 201_

The Contractor:

For: Contractor

PRINT NAME

Who warrants that he is duly authorised

For:

AS WITNESSES:

1. _____

2. _____

SIGNED at _____ on _____

The Employer: THE PASSENGER RAIL AGENCY OF SOUTH AFRICA,

For: THE EMPLOYER

PRINT NAME

Who warrants that he is duly authorised

AS WITNESSES:

1. _____

2. _____

ANNEXURE F

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993: GENERAL

SAFETY REGULATIONS 11(1): SUPERVISION OF

CONSTRUCTION/BUILDING WORK:

DESIGNATED EMPLOYEE (CONSTRUCTION WORK SUPERVISOR)

a) In terms of the provisions of Regulation 11(1) I, (representing the Contractor) do hereby appoint

b) as the Designated Employee on the premises at (physical address) to assist in enforcing the observance of the Regulations framed under the abovementioned Act. c)

Your designated area(s) is/are as follows :

.....

.....

Date

Signature:

Designation :

ACCEPTANCE OF DESIGNATION

I, do hereby accept this designation and acknowledge that I understand the requirements of this appointment.

Date :

Signature:

Designation

ANNEXURE G

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993: CONSTRUCTION

REGULATIONS, 2014 AND SANS 10085:1-2004

SUPERVISION OF CONSTRUCTION/BUILDING WORK: SCAFFOLD

OPERATOR: COMPETENT PERSON

In terms of the provisions of Regulation 16(1), I,

..... (representing the Contractor) do hereby appoint
..... as the Experienced Person on the premises at
.....

..... (physical address) to ensure that all scaffold are
erected, altered or dismantled in accordance with the Regulations pertaining to scaffolding.

Date :

Signature :

Designation :

ACCEPTANCE OF DESIGNATION

I, do hereby accept this designation and
acknowledge that I understand the requirements of this appointment.

Date : Signature

: Designation :

.....

ANNEXURE H

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993

DECLARATION

In terms of the above Act, I am personally assuming the duties and obligations as Chief Executive Officer of the Contractor, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Contractor as contemplated in the above Act are properly discharged.

Signature :

Date :

Access to : (Area)

Name of Contractor/Builder:

Contract/Order No.

The Contract Works site/area described below are made available to you for the carrying out of associated Works in terms of your contract/order with (company)

.....

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended, and all conditions of the contract pertaining to the site of the Works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : Date :

ANNEXURE I

CONTRACTOR

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder:I,
..... do hereby acknowledge and accept the
duties and obligations in respect of the Safety of the site/area of Works in terms of the
Occupational Health and Safety Act 85 of 1993.

Name: Designation

Signature: Date

ANNEXURE J

PASSENGER RAIL AGENCY OF SOUTH AFRICA (incorporated in terms of

the Legal Succession Act, 9 of 1989)

SAFETY ON SITE

1. The Contractor shall for the duration of Contract No., in respect of the provision of services to the Region, comply with the provisions of the Occupational Health and Safety Act 85 of 1993 and all regulations promulgated under this Act. For the purposes of the Act and in so far as the Contractor's personnel/employees are concerned, the Site on which the Contractor conducts the services for the Employer occupied by the Contractor, shall for the duration of the aforementioned agreement be deemed to be under the control of the Contractor. As employer, he is in every respect responsible for the compliance, at his own cost, with the provisions of this Act.
2. All records required in terms of this Act, and especially those required in terms of Section 24 of the Act with regard to the reporting of incidents, shall be available for inspection during normal business hours without any prior notice by the designated risk control official(s) of the Employer reportable incidents shall be reported by the Contractor to the Department of Labour and the designated risk control official(s) of the Employer shall be informed forthwith.
3. The Contractor shall in terms of Sections 17, 18, 19 and 20 of the Act, appoint Safety Representatives and Safety Committees who shall meet as prescribed in Section of the Act. Minutes of the meetings shall be retained as prescribed in Section 7 of the General Administrative Regulations of the Act and shall be made available, on request, to the designated risk control official(s) of the Employer.

Signed at at this day of
..... 20.....

WITNESS:

TENDERER:

ANNEXURE K

**PASSENGER RAIL AGENCY OF SOUTH AFRICA (incorporated in terms of
the Legal Succession Act, 9 of 1989)**

COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND REGULATIONS

AGREEMENT

I, the undersigned,
(full names and surname), on behalf of
(name of company/close corporation), with registration number,

in my capacity as

and duly authorised hereto by virtue of a resolution by the directors/members dated (an extract of which is attached hereto), agree that the company/close corporation is an employer in its own right with rights and obligations, as set out in the Occupational Health and Safety Act 85 of 1993 as amended, and that the company/close corporation shall ensure that all work performed and all machinery and plant used in terms of the above mentioned contract shall be in accordance with the terms and conditions of the said Act.

The company/close corporation furthermore agrees to comply at all times with the terms and conditions of the various instructions attached hereto, and which may be amended from time to time. Further instructions may also be added from time to time by the Employer.

Signed at on this day of
..... 20.....

WITNESS :

TENDERER :

.....

.....

ANNEXURE L

PASSENGER RAIL AGENCY OF SOUTH AFRICA (incorporated in terms of

the Legal Succession Act, 9 of 1989) GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises sections 1 to 50 and all irrevocable REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act, 1986 (Act No. 6 of 1986) as amended as well as other REGULATIONS which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or a sub- contractor for the work, but without derogating from his status in his own right as an Employer or user of plant or machinery.
3. Section 37 of the Occupational Health and Safety Act potentially holds employers (principles) responsible for the unlawful acts or omissions of mandatories (contractors) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this Agreement man dataries must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (sub-contractors) are advised to conclude a similar Written Agreement.
7. Be advised that this Agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this Agreement. The Employer, however reserves the right to unilaterally take any steps as may be necessary to enforce this Agreement.

Signed at _____ on this _____ day of _____ 20__

WITNESS :

TENDERER :

.....

.....

ANNEXURE M

PASSENGER RAIL AGENCY OF SOUTH AFRICA (incorporated in terms of the

Legal Succession Act, 9 of 1989) COMPLIANCE WITH THE COMPENSATION

FOR OCCUPATIONAL

INJURIES AND DISEASES ACT, 130 of 1993

1. The Contractor and sub-contractor shall comply with the provisions of the above Act and all regulations promulgated under this Act.

2. Written proof of compliance shall for the duration of Contract No., in respect of the provision of Signal personnel to the Employer, be made available, upon request, to the Employer.

Signed at _____ on this _____
day of _____ 20_____.

WITNESS :

TENDERER :

.....

.....

ANNEXURE N

CONTRACTUAL SAFETY CLAUSES Between

**“THE EMPLOYER” AND “.....” FOR THE
PROJECT:**

1. The parties agree on the following arrangements according to section 37 (1...2) of the Occupational Health and Safety Act 85 of 1993 to ensure compliance by the mandatory with the provisions of the Act.
2. That a Principal Contractor is an “employer” in his own rights as defined in section 1 of Act 85 of 1993 as amended and that he must fulfil all his obligations as an Employer in terms of the Act.
3. The “Employer”, and the Project Manager hereby agree, in terms of the provisions of Section 37 (1...2) of the Occupational Health and Safety Act, No 85 of 1993 , hereinafter referred to as the (Act) that the following arrangements and procedures shall apply between them to ensure compliance by the Project Manager with the provisions of the Act, namely:
 - a) The Project Manager undertakes to acquaint the appropriate Officials and Employees of the Contractor/s with all relevant provisions of the Act and the regulations promulgated in terms of the Act.
 - b) The Project Manager undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations in terms of the Act and Regulations will be fully complied with.
 - c) The Project Manager hereby accepts sole liability for such due compliance with relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolve the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
 - d) The Project Manager agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate records held by the Project Manager/Contractor.

- e) The Project Manager/Contractor shall be obliged to report forthwith to the employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
 - f) The Project Manager/Contractor shall comply with the requirements of the Occupational Health and Safety Act, No 85 of 1993 as amended, in its entirety.
4. Where special permits are required such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by the Employer for this purpose, and all requirements of the permit must be strictly complied with by the Project Manager/Contractor. As well as to comply fully with the general conditions and specifications in E7/1 2012 of April 1991 Annexures "A" & "B" as well as Transnet, Metrorail, Safety Instructions for H.V. Electrical equipment, engineering instructions and E.4E (November 1996) specifications.
 5. The Project Manager's appointed Health and Safety Co-ordinator must liaise with the Employer on matters pertaining to occupational health and safety and be part of such internal safety committee while on contract.
 6. The appointed Health and Safety Co-ordinator must liaise at least once a week with the PRASA Tech Risk Manager.
 7. The Project Manager shall furnish the Risk Manager of the Employer immediately with full particulars of all contractors that he may involve in the contract in order that the contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
 8. The Project Manager shall advise the Risk Manager of the Employer Services of any hazardous or potentially hazardous situations that may arise from work being performed either by the Contractor or his sub-contractor.
 9. Copies of all appointments required by the Act must be given to the Risk Manager of the Employer.
 10. A letter of good standing in terms of section 80 (Employer to register with the Compensation Commission) of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, must also be furnished.
 11. All clauses in the contract pertaining to health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.
 12. The Contractor:
 - a) must identify work processes that will be undertaken during the contract;
 - b) must identify any hazards that might occur due to work processes;
 - c) must provide control processes and mechanisms to prevent hazards developing into incidents.

13. Provision shall be made by the Contractor to ensure that the work does not hinder and/or endanger commuters on the premises. Sufficient room for movement especially during peak times, shall be provided for commuters.

14. An authorized representative of the Employer can stop any unsafe violation being done by the contractor or organize the necessary remedial steps (the cost whereof shall be for the contractor's account) should any deviation from these conditions and or contract come to the attention of the Employer, until the Contractor has complied with such conditions.

15. This document or a copy thereof must be in the possession of the Contractor/Employer or an Employee of the contractor who is in charge of the premises. All Act 85 appointed persons names with their level of responsibility according to Act 85 to be submitted to Risk Manager the Employer as applicable.

WHAT IS A SAFETY CASE?

A Safety Case is an arrangement or promise by one party using or operating on the assets of the other party, to execute its activities in a safe and responsible manner, and in which risks are identified and the control mechanisms and program to manage the activities and risks are spelled out in detail to the satisfaction of the other party.

PREPARING A SAFETY CASE

1. Identify players (e.a. Contractor/Sub-contractor).
2. What acts, rules, regulations, codes of practice, etc. are applicable.
3. Identify hazards and assess risks to commuters, public, the Employer personnel, Rolling Stock, etc.
4. Access control mechanisms for managing risks, are they in place and adequate?
5. Determined action.
6. Indemnifies other party of responsibility of own personnel's health and safety. Accountability must be clear.
7. Name of the responsible person (Act 85/1993) for the project.
8. Document aforesaid in a Safety Case, signed by the Project Manager.

WHY THE NEED FOR A SAFETY CASE?

1. Act 85 of 1993 requires that the working environment is safe and without risk to the safety and health of employees, clients and public in general. The Safety Case will identify the risks that one Party's activities may expose the other Party's employees, clients and the general public to, and the mechanisms required to address these risks.
2. Because there are two asset owners, viz Intersite and the Project Manager (Project Manager/Contractor assets referred to are scaffolds, machines, vehicles, etc.), the relationships, responsibilities and accountability to ensure safe working are essential, which will be addressed in the Safety Case.
3. Railway operations are large and complex. The mix of technologies, equipment age, the workforce's attitude, all affect safety. The Safety Case is intended to be part of the self-regulatory mechanism in which the parties give confidence to each other that they have the ability, commitment and resources to properly access and effectively manage the risks to health and safety of staff and the general public.
4. The Safety Case is a tool for directing the attitudes and activities of all personnel, from top management to worker. It is therefore essential that all levels be involved in the process to obtain full commitment to ensure that safe practice are in place and carried out.
5. The Safety Case will identify the risks and the mechanism required to address them.

6. A Safety Case is unique to each project or any phase of a project.

General Information

1. The Occupational Health and Safety Act Comprises Sections 1 to 50 and all unrepealed regulations promulgated in terms of the former Machinery and Occupational Safety Act as well as other regulations promulgated in terms of the former Machinery and Occupational Safety Act 85 of 1983 as amended as well as other regulations which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or a sub-contractor for work, but without derogating from his status in his own right as an Employer or user of plant or machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principles) for the unlawful acts or omissions of mandatories (contractors) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said act by the mandatory.
4. All documents attached hereto or referred to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this Agreement mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilize the services of their own mandatories (sub-contractors) are advised to conclude a similar Written Agreement.
7. Be advised that this Agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this Agreement.
8. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this Agreement.

ANNEXURE O

“THE EMPLOYER” AND

“MANDATORY”

FOR THE PROJECT:

I “_____” representing

.....

(Mandatory) do hereby acknowledge that

..... is an Employer in it's own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act.

I furthermore agree to comply with the requirements of and the Employer as contained in the documents attached hereto and to liaise with the employer should I for whatever reason, be unable to perform in terms of this Agreement. The mandatory responsibilities remain mandatory's onus and do not absolve the mandatory from any agreements or laws.

Signed at _____ on this _____ day of _____ 20____

Signature _____ on behalf of

..... **(Mandatory)**

Signature _____ of behalf of (the Employer).

ANNEXURE P

SPECIFICATION E4E PRASA (2004)

PASSENGER RAIL AGENCY OF SOUTH AFRICA

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993), CONSTRUCTION REGULATIONS, 2014 AND OTHER APPLICABLE REGULATIONS

1. General

- 1.1 The Contractor and PRASA are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2014 and as approved by PRASA, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 PRASA accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Project Manager or his deputy shall at all times, co-operate in

respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.

- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -

- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2014 means any work in connection with: -

- (a) the construction, erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of excavation, piling or any similar civil engineering structure or type of work

- 2.3 "**competent person**" means a person who---

- (a) has in respect of the work or task to be performed the required knowledge, training and experience and where applicable qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 2000 (Act No 67 of 2000) those qualifications and training must be regarded as the required qualifications and training; and

- (b) is familiar with the Act with the applicable regulations made under the Act

- 2.4 "**Contractor**" means a principal contractor appointed by the client to perform construction work and a "**sub contractor**" means an employer who performs construction work as defined by the Construction Regulations, 2014.

- 2.5 **“fall protection plan”** means a documented plan, of all risks relating to working from fall risk position, considering the nature of work undertaken, and setting out the procedures and methods applied in order to eliminate the risk; and a rescue plan and procedures.
- 2.6 **“health and safety file”** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **“Health and Safety Plan”** means a site, activity or project specific documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified, in accordance with clients health and safety specifications;
- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.
- 2.10 **“Client”** means any person for whom construction work is being performed
- 2.11 **“construction work permit”** means a document issued in terms of regulation 3 of the construction regulations
- 2.12 **“fall risk”** means any potential exposure to falling either from, off or into

3. Procedural Compliance

- 3.1 The Client who intends to carry out any construction work must at least 30 days before carrying out such work, apply to the Provincial Director in writing for a construction work permit if the construction work will:-
- (a) exceed 180 days,
 - (b) will involve more than 1800 person days of construction work, or
 - (c) the works contract is of the value equal to or exceeding thirteen million rand, or Construction Industry Development Board (CIDB) grading level 6
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure 1

of the Construction Regulations, 2014, also shown in Annexure 1 to Annexure P of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Project Manager or employee.

- 3.3 The provincial director must issue the construction work permit in writing and assign a site specific work number for each construction site, the principal contractor must display the number issued by the Provincial Director on the main entrants to the site for which that number is assigned. The work permit number is not transferable.
- 3.4 The copy of the construction work permit must be kept on the health and safety file for inspection by the provincial director, or employee
- 3.5 The Contractor who intends to carry out any construction work other than work contemplated in 3.1 above must at least 7 days before carrying out such work, notify the Provincial Director in writing in a form similar to Annexure 2 to Annexure P if the intended construction work will;
 - (a) include excavation work;
 - (b) the working at height where there is risk of falling;
 - (c) will include the demolition of a structure; or
 - (d) includes the use of explosives to perform construction work
- 3.6 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 3 of this Specification and deliver copies thereof to the Project Manager and/or Consultant. Copies should also be retained on the health and safety file. The principal contractor must be appointed in writing.
- 3.7 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Project Manager and/or Consultant.
- 3.8 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2014 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 4, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.9 The Contractor shall, before commencing any work, obtain from the Project Manager and/or Consultant an access certificate as in Annexure 5 executed and

signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.

- 3.10 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Project Manager and/or Consultant with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and PRASA's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Project Manager and/or Consultant or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance with the OHS Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of Section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or Contractor does or omits to do any act which would be an offence for the Principal Contractor to do or omit to do.

- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented; open and keep a health and safety file on site with all the documentation required by the Act
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Principal Contractor, his employees, contractors and the Project Manager and/or Consultant with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming

part of the Contract and;

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
-
- 5.5 The Health and Safety programme shall be subject to the Project Manager's and/or Consultant's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Project Manager's and/or Consultant's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Project Manager and/or Consultant or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
 - 5.6 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
 - 5.7 The Principal Contractor shall stop any contractor from executing any construction work, which is not in accordance with the Principal Contractor's, and/or contractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
 - 5.8 The Principal Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager and/or Consultant, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
 - 5.9 The Principal Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
 - 5.10 The Principal Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and

the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.11 The Principal Contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.12 The Principal Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.3 The fall protection plan shall include: -

- (a) A Risk Assessment of all work carried out from fall risk position;
- (b) the procedures and methods to address all the identified risks per location;
- (c) the process for the evaluation of the employees medical fitness necessary to work at fall risk positions and records thereof;
- (d) the training of employees working from fall risk positions and records thereof;
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- (f) The rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of the person in the event of the fall incident to ensure that the rescue procedure is implemented immediately following the incident

7. Hazards and Potential Hazardous Situations

The Principal Contractor and the Project Manager and/or Consultant shall immediately notify one another of any hazardous or potentially hazardous situations which may arise
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during performance of the Contract by the Contractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

8.1 The Principal Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Project Manager and/or Consultant, or contractor upon request.

8.2 The Principal Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any contractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Project Manager and/or Consultant.

8.3 The Principal Contractor shall hand over a consolidated health and safety file to the Project Manager and/or Consultant upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

9. Structures

9.1 The Contractor must ensure that all reasonable steps are taken to prevent the uncontrolled collapse of new or existing structures or any part thereof, and that no structure or part of the structure is loaded in a manner which will render it unsafe. Inspections of the structures should be done periodically by a competent person and the structure must be maintained in such a manner that it remains safe for continued use.

9.2 The drawings pertaining to the design of such structures are kept on site and are available on request to the chief inspector, or any employee.

10. Temporary Works

10.1 The Contractor must appoint a temporary works designer in writing, to design, inspect approve erected temporary works on site before use. The contractor must ensure that all temporary works operations are carried out under the supervision of the appointed competent person for that purpose. No contractor may use a temporary works design and drawing for any works other

than its intended purpose. Adequate training must be provided for persons required to move, erect or dismantle temporary works to perform those functions safely. Inspections of the temporary works structures should be done before, during and after the placement of concrete, after inclement weather or any other imposed load and periodically by a competent person and the temporary works structure must be maintained in such a manner that it remains safe for continued use.

10.2 The detailed activity specific drawings pertaining to the design of such temporary works structures are kept on site and are available on request to the chief inspector, or any employee.

11. Excavation

11.1 The Contractor must ensure that excavation work is carried out under the supervision of the appointed competent person for that purpose and evaluate, as far as reasonably practicable, the stability of the ground before excavation works begins. The contractor must take reasonable and sufficient steps, in order to prevent any person from being buried or trapped by a fall or dislodgement of material in an excavation. Accessible excavation work must be adequately protected by a barrier or fence with an applicable warning for employees or public persons.

11.2 The contractor must ensure that all requirements of the Construction Regulations as promulgated in 2014 are adhered to.

12. Demolition Works

12.1 The Contractor must appoint a competent person in writing to supervise and control all demolition work on site. The contractor must ensure that before any demolition works is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person. During a demolition, the competent person must check the structural integrity at intervals determined by the method statement to avoid any premature collapses. The contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected. Where a risk assessment indicates the presence of asbestos and lead, a contractor must ensure that work is conducted in accordance with the promulgated Asbestos Regulation and Lead Regulations

respectively. Waste and debris of such work are as soon as reasonably applicable removed and disposed of from the site in accordance with the applicable legislation.

12.2 The promulgated construction regulations must be adhered to all times during demolition work.

13. Scaffolding

13.1 The Contractor must appoint a competent person in writing to ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

13.2 A contractor using access scaffolding must ensure that such scaffolding when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

14. Suspended Platforms

14.1 The Contractor must appoint a competent person in writing to ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platforms erectors, team leaders and inspectors are competent to carry out their work.

14.2 No contractor may use or permit the use of suspended platforms unless: -

- (a) the design, stability and construction thereof complies with safety standards;
- (b) he or she is in possession of the certificate of system design issued by a professional engineer, certified engineer or a professional technologist for the use of the suspended platform systems;
- (c) before any commencement of work appoint a competent person for such work, ensure competency of erectors, operators and inspectors, performance test results are available, ensure that procedures and records of inspections and maintenance have been carried out.

14.3 The Contractor must submit a copy of a suspended works system design including a copy of operational design calculations, sketches and test results to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for

14.2 The contractor must ensure that all requirements of the Construction Regulations as promulgated in 2014 are adhered to.

15. Rope Access Work

15.1 The Contractor must appoint a competent person in writing to supervise all rope access work on site, including the duty of ensuring occupational health and safety compliance in relation to rope access work. Rope access operators must be competent and licensed to carry out their work.

15.2 No contractor may use or permit the use of rope access unless: -

(a) the design, selection and use of equipment and anchors complies with safety standards;

(b) he or she is in possession of the site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to commencement of the work;

15.3 The contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

16. Bulk Mixing Plant

16.1 The Contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing.

16.2 No person supervising or operating the bulk mixing plant may authorize any other person to operate the plant unless competent to operate the bulk mixing plant.

16.3 The contractor must ensure that all requirements of the bulk mixing plant are complied with.

ANNEXURE 1 TO ANNEXURE P

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3(2) of the Construction Regulations, 2014
APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

1 Name and postal address of the client:

2 Details of the Agent/ Consultant

(a) Title, Surname and Initials

(b) Identity number/Passport number:

(c) Registration number with SACPCMP:

(d) Office tel. number and/or mobile number:

(e) Postal Address:

3. Name, postal address and tel. number of appointed principal contractor:

4. Name, postal address and tel. number of designer(s) of the project:

5. Name, postal address tel. number of the following persons:

(a) Construction Manager.

(b) Construction Health and Safety Manager:

(c) Construction Health and Safety Officer:

6. Exact physical address of the construction and site office:

7. Nature of the construction work:

8. Expected commencement date:

9. Expected completion date:

10. Estimated maximum number of persons on the construction site: _____

11. Planned number of contractors on site accountable to the principle contractor:

12. Name(s) of contractors appointed.

13.

Signature of Client/Clients Agent/ Consultant

14.

Signature of Principal Contractor

ANNEXURE 2 TO ANNEXURE P

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

**Regulation 4 of the Construction Regulations, 2014
NOTIFICATION OF CONSTRUCTION WORK**

1(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client:

(b) Name and tel. no of client's contact person or agent/ Consultant:

4. (a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 8(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site: _____

Total:

Male:

Female:

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already selected:

Principal Contractor

Date

Clients Agent / Consultant (where applicable)

Date

Client

Date

* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ANNEXURE 3 TO ANNEXURE P

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):

SECTION/REGULATION: Construction Regulations, 2014

REQUIRED COMPETENCY: Fall protection, temporary works designer, excavation supervisor, demolition works supervisor, scaffolding operator, suspended platform operator, rope access supervisor, bulk mixing plant supervisor, construction vehicle and mobile plant operator _____

In terms of _____, I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows: -

Date: _____

Signature: - _____

Designation: - _____

ACCEPTANCE OF DESIGNATION

I, _____ do hereby accept this Designation and acknowledge that I understand the requirements of this appointment.

Date: _____

Signature: - _____

Designation: - _____

ANNEXURE 4 TO ANNEXURE P

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):

DECLARATION

In terms of the above Act I, _____ am personally assuming the duties and obligations as Chief Executive Officer of the Contractor, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Contractor as contemplated in the above Act are properly discharged.

Signature: - _____

Date: _____

ANNEXURE 5 TO ANNEXURE P

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF PRASA)

SITE ACCESS CERTIFICATE

Access to: _____ (Area)

Name of Contractor/Builder: - _____

Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with

(Company) _____

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed: _____

Date: _____

PROJECT MANAGER

ACKNOWLEDGEMENT OF RECEIPT

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Name of Contractor/Builder: - _____I,

_____ do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.

Name: _____

Designation: _____

Signature: _____

Date: _____