

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

### **MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES.**

<b>RFP NUMBER</b>	<b>: HOAC-HO-53959</b>
<b>ISSUE DATE</b>	<b>: 15 July 2025</b>
<b>COMPULSORY BRIEFING</b>	<b>: Not Applicable</b>
<b>CLOSING DATE</b>	<b>: 30 July 2025</b>
<b>CLOSING TIME</b>	<b>: 10h00am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 180 days from closing date</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	<b>MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>
<b>TENDER CLARIFICATION MEETING</b>	<b>Tender clarification meeting is not applicable , tenderers may send clarification as per attached details on the "CLARIFICATION REQUEST FORM"</b>
<b>CLOSING DATE</b>	<b>10:00am 30 JULY 2025</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

#### 2. TENDER 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 e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### **3. CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers 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 gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who have been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-14 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - unduly high or unduly low tendered rates or amounts in the tender offer;
  - contract data of contract provided by the tenderer; or
  - the contents of the tender returnables which are to be included in the contract.

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer 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. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number  
..... (Tender Data)

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**

## RFP CLARIFICATION REQUEST FORM

**RFP No: HOAC-HO-53959**

RFP deadline for questions / RFP Clarifications: **12:00pm on 22 July 2025**

TO: Transnet SOC Ltd  
ATTENTION: Governance, Transnet Freight Rail Tender Office  
EMAIL: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)  
Cc: [Lebogang.Modibedi@transnet.net](mailto:Lebogang.Modibedi@transnet.net)

DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

Indicate whether this query is general in nature and applicable to all service categories Yes ☐ No ☐

1. For all clarification questions **prior** to the tender closing date and time, direct the communication to the RFP Administrator at [Lebogang.Modibedi@transnet.net](mailto:Lebogang.Modibedi@transnet.net)
2. For all clarification questions **after** the tender closing date and time, direct the communication to:

TO: Transnet SOC Ltd  
ATTENTION: Governance, Transnet Freight Rail Tender Office  
EMAIL: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)

DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

REQUEST FOR RFP CLARIFICATION
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SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
NAME OF TENDERER

\_\_\_\_\_  
NAME OF WITNESS

## T1.2 TENDER DATA

Clause	Data
C.1.1	<p>The Employer is</p> <p><b>Transnet SOC Ltd</b>  <b>(Reg No. 1990/000900/30)</b></p>
C.1.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>Part T: The Tender</b></p> <p>Part T1: Tendering procedures</p> <p>Part T2 : Returnable documents</p> <p><b>Part C: The contract</b></p> <p>Part C1: Agreements and contract data</p> <p>Part C2: Pricing data</p> <p>Part C3: Scope of work</p> <p>Part C4: Affected Property</p>
	<p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data (Part 1 &amp; 2)</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Price List</p> <p>C3.1 Service Information</p> <p>C4.1 Affected Property</p>
C.1.4	<p>The Employer's agent is:</p> <p>Name:</p> <p>Address:</p> <p>E – mail</p>
	<p>Procurement Officer</p> <p>Lebogang Modibedi</p> <p>150 Commissioner Street, Carlton Center, Johannesburg, 2001</p> <p><a href="mailto:Lebogang.Modibedi@transnet.net">Lebogang.Modibedi@transnet.net</a></p>

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C.2.1

**1. Step One: Test for Administrative and Substantive Responsiveness to RFP**

Whether any Eligibility criteria have been met as follows:

**Whether the bid contains a priced offer:**

- C1.1 Form of Offer completed in full and signed
- C2.2 Price List completed in full.
- Bidder must submit a signed and dated letter, on the machine owner's official letterhead, confirming ownership of the machine.

**2. Step Two: Price and Specific goals**

Commercial Scoring: 80 Points

Specific goals - Scorecard: 20 Points

**3. Step Three: Objective Criteria (Due Diligence)**

Transnet will conduct due diligence on preferred bidders to verify and validate bid submissions on the following:

1. Financial Stability:

a) Financial ratios

- Gearing Ratio, Capacity/ Liquidity, Profitability, ROE, ROA, Interest Cover, Cash Flow.

b) All Risk Assessments (ARA) (where applicable)

4.2.4.1 Health and Safety, Risk, Environmental and Finance will be assessed

- Health and Safety (T2.2-08)
- Risk Management (T2.2-09)
- The result of the financial risk assessment conducted on Bidders' proposals, and

The results of the due diligence exercise will be considered in a risk assessment by Transnet and where significant risks cannot be mitigated by the bidder this could lead to the Bidder being disqualified as per clause 3 and clause 5 of the Transnet Integrity Pact.

- TFR affordability in terms of market related pricing to be negotiated
- Transnet reserves the right to conduct a further due diligence exercise on preferred bidder(s) in order to verify and validate their bid submissions. The due diligence will also be used to verify the capacity of the bidders, to mitigate any risk for operations

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that Transnet cannot mitigate. The outcome of the due diligence will be applied as objective criteria.

#### **4. Step Four: Post Tender Negotiations**

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 ranked bidder (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).

#### **5. Step Five: Award of business and conclusion of contract**

Transnet will negotiate the final terms and condition of the contract with the successful Respondent(s). This may include aspects such as price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

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C.2.12 No alternative tender offers will be considered.

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C.2.13.3 Each tender offer shall be in the **English Language**.

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C.2.13.5 The Employer's details and identification details that are to be shown on each tender  
C2.15 offer package are as follows:

Identification Details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: HOAC-HO-53959

- 
- The Tender Description:  
MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK  
OVERHEAD TRACK EQUIPMENT HEAVY MACHINES.

Documents must be marked for the attention of: **Employer's Agent: Lebo Modibedi**

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C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

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C.2.15 The closing time for submission of tender offers is:

Time: **10:00am** on the **30 July 2025**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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C.2.16 The tender offer validity period is **180 working days** (after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

**Should a bidder fail to respond to a request for extension of validity period before it expires, that bidder will be excluded from the tender process.**

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C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, togetherwith the tender;

3. Proof of registration on the Central Supplier Database;

4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

**Note:** Refer to Section T2.1 for List of Returnable Documents

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C.3.11. Only tenders that are Administratively and Substantively Responsive will be evaluated further in accordance with the 80/20 preference points systems as described in Transnet Preferential Procurement Policy (TPPP)

90 where the financial value of one or more responsive tenders received have a value equal to or above R50 million, inclusive of all applicable taxes,

Thresholds	Minimum Threshold
Technical / functionality	N/A

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

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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 point

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	4
Creation of jobs and labour intensification <ul style="list-style-type: none"> <li>Full completion of job creation schedule will score full 5 points</li> <li>Incomplete, submitted blank without commitment or not submitted documents will score bidders zero</li> </ul>	2
50% Black youth owned entities	2
30% Black woman owned entities	2
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	5
Creation of jobs and labour intensification <ul style="list-style-type: none"> <li>Full completion of job creation schedule will score full 5 points</li> <li>Incomplete, submitted blank without commitment or not submitted documents will</li> </ul>	5



score bidders zero	
50% Black youth owned entities	5
30% Black woman owned entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

rail infrastructure  
manager

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

Specific Goals	Acceptable Evidence
B-BBEE Level of contributor (1 or 2)	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
At least 30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification <ul style="list-style-type: none"> <li>Fully completed Job Creation Schedule scores full 3 point</li> <li>Incomplete submitted blank or not submitted job creation schedule score zero points</li> <li>Fully completed Job Creation Schedule scores full 5 points</li> </ul> Incomplete submitted blank or not submitted job creation schedule score zero points	Section T2.2-19 Job Creation Schedule Returnable documents
Entities that are at least 50% Black Youth owned	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

The maximum points for this bid are as follows:

DISCRIPTION	POINTS
PRICE	<b>90</b>
B-BBEE Level of contributor (1 or 2)	4
Creation of jobs and labour intensification <ul style="list-style-type: none"> <li>Full completion of job creation schedule will score full 5 points</li> <li>Incomplete, submitted blank without commitment or not submitted documents will score bidders zero</li> </ul>	2
50% Black youth owned entities	2
30% Black woman owned entities	2
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total	<b>100</b>

DISCRIPTION	POINTS
PRICE	80
B-BBEE Level of contributor (1 or 2)	5
Creation of jobs and labour intensification <ul style="list-style-type: none"> <li>Full completion of job creation schedule will score full 5 points</li> <li>Incomplete, submitted blank without commitment or not submitted documents will score bidders zero</li> </ul>	5
50% Black youth owned entities	5
30% Black woman owned entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total	100

**Note:** Transnet reserves the right to carry out an independent audit of the tenderer's scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,

- c) can, as necessary and in relation to the proposed contract, demonstrate that he or she 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,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflict of interest.

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The number of paper copies of the signed contract to be provided by the Employer is 1(one).

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## T2.1 List of Returnable Documents

### 2.1.1 Returnable Schedules:

#### General:

T2.2-2	Authority to submit tender
T2.2-3	Record of addenda to tender documents
T2.2-4	Letter of Good Standing
T2.2-5	Risk Elements
T2.2-6	Availability of equipment and other resources
T2.2-7	Schedule of proposed Subcontractors
T2.2-8	Health and Safety Management
T2.2-8a	Health and Safety Questionnaire
T2.2-8b	HS Cost Breakdown
T2.2-8c	SHE Specification
T2.2-8d	Section 37 Mandatary Agreement
T2.2-8e	Transnet Specification on VER E7.1
T2.2-9	Risk Management

- B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

#### Agreement and Commitment by Tenderer:

T2.2-11	CIDB SFU ANNEX G Compulsory Enterprise Questionnaire; Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.T2.2-12
	Non-Disclosure Agreement
T2.2-13	RFP Declaration Form
T2.2-14	RFP – Breach of Law
T2.2-15	Certificate of Acquaintance with Tender Document
T2.2-16	Service Provider Integrity Pact
T2.2-17	Supplier Code of Conduct
T2.2-18	Agreement in terms of Protection of Personal Information Act (POPIA)T
T2.2-19	Job Creation Schedule Returnable
T2.2-22	Supplier Declaration form

**2.1.2 Financial/Insurance:**

T2.2-20 Insurance provided by the Contractor

T2.2-21 Three (3) years audited financial statements

**2.2 C1.1 Offer portion of Form of Offer & Acceptance****2.3 C1.2 Contract Data Part 2 (Data by Contractor)****2.4 C2.2 Price List**

## T2.2-2: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_

\_\_\_\_\_, hereby confirm that by resolution of the board taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**NOTE:** This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

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#### **D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the  
business trading as \_\_\_\_\_.

Signed

Date

Name

Position

Sole Proprietor

### **T2.2-3: Record of Addenda to Tender Documents**

This schedule as submitted confirms that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

**T2.2-4: Letter/s of Good Standing with the Workmen's Compensation Fund**

Attached to this schedule is the Letter/s of Good Standing.1.

2.

3.

4.

Name of Company/Members of Joint Venture:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

## T2.2-5: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Service and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the Employer in Contract Data Part C1, and provide possible mitigation thereof.


Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.



## T2.2-7: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the service.

**Note to tenderers:**

**Tenderer to note that after award, any deviations from this list of proposed sub- contractors will be subject to acceptance by the Service Manager in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## T2.2-11: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Enterprise	
name	

## SBD 6.1

### PREFERENCE 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 as per the table of evidence in paragraph 4.1 below.

#### 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 below R50 000 000 (all applicable taxes included).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system

1.4 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 the Transnet preferential procurement policy

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

DISCRIPTION	POINTS
PRICE	90
B-BBEE Level of contributor (1 or 2)	4
Creation of jobs and labour intensification <ul style="list-style-type: none"> <li>• Full completion of job creation schedule will score full 5 points</li> <li>• Incomplete, submitted blank without commitment or</li> </ul>	2

not submitted documents will score bidders zero	
50% Black youth owned entities	2
30% Black woman owned entities	2
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total	100

DISCRIPTION	POINTS
PRICE	80
B-BBEE Level of contributor (1 or 2)	5
Creation of jobs and labour intensification <ul style="list-style-type: none"> <li>Full completion of job creation schedule will score full 5 points</li> <li>Incomplete, submitted blank without commitment or not submitted documents will score bidders zero</li> </ul>	5
50% Black youth owned entities	5
30% Black woman owned entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total	100

- 1.6 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.7 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) **"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;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

**Or**

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

A maximum of **90 or 80** points is allocated for price on the following: **90/10 or 80/20**

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.

### 3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	5
Creation of jobs and labour intensification <ul style="list-style-type: none"> <li>Full completion of job creation schedule will score full 5 points</li> <li>Incomplete, submitted blank without commitment or not submitted documents will score bidders zero</li> </ul>	5
50% Black youth owned entities	5
30% Black woman owned entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	4
Creation of jobs and labour intensification <ul style="list-style-type: none"> <li>Full completion of job creation schedule will score full 5 points</li> <li>Incomplete, submitted blank without commitment or not submitted documents will score bidders zero</li> </ul>	2
50% Black youth owned entities	2
30% Black woman owned entities	2
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

Specific Goals	Acceptable Evidence
B-BBEE Level of contributor (1 or 2)	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
At least 30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification <ul style="list-style-type: none"> <li>Fully completed Job Creation Schedule scores full 3 point</li> <li>Incomplete submitted blank or not submitted job creation schedule score zero points</li> <li>Fully completed Job Creation Schedule scores full 5 points</li> </ul> Incomplete submitted blank or not submitted job creation schedule score zero points	Section T2.2-19 Job Creation Schedule Returnable documents
Entities that are at least 50% Black Youth Owned	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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:

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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]

<b>EME</b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
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- 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.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(based on point distribution per Table 3.2)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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	
-----	--	----	--

- (a) 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	
-----	--	----	--

**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 Supplier/Service provider☐ Other Suppliers/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 indicated in paragraphs 1.4 and 6.1 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

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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,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, 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: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are 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. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

.....

- 2.3 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

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enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

---

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

### 3 DECLARATION

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

- 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 not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 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.
- 3.4 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.
- 3.5 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.
- 3.6 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and

Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## **T2.2-12: NON-DISCLOSURE AGREEMENT**

[..... 2024]

**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of ..... day of ..... 20. by and between:

### **TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

**and**

.....  
.....

(Registration No.....), a private company incorporated and existing under the laws of South Africa having its principal place of business at

.....  
.....

.....  
.....

### **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 Tender 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** (hereinafter Tender) 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 Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 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 Tender 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 Tender 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 Tender 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 of Section 14 of the Bill of Rights in connection with this Tender 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 Tender 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.

Signed

Date

Name

Position

Tenderer

## T2.2-13: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions(as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of thistender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and proceduresadopted by Transnet in issuing this tender and the requirements requested from tenderersin responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of ourcompany and an employee or board member of the Transnet Group as indicated below:[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

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 company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-16 "Service Provider Integrity Pact".

For and on behalf of  .....  duly authorised thereto
Name:
Signature:
Date:

#### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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## T2.2-14: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

I / We \_\_\_\_\_ do hereby  
certify that **I/we have/have not been** found guilty during the preceding 5 (five) years of a serious  
breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of  
law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose  
excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

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DATE OF BREACH:

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Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer  
from the tendering process, should that person or company have been found guilty of a serious breach  
of law, tribunal or regulatory obligation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF TENDER

\_\_\_\_\_

\_\_\_\_\_

NAME OF TENDERING ENTITY

## **T2.2-15: Certificate of Acquaintance with Tender Documents**

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non- Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender 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 Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where 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 Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.
7. 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 Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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. In addition, Tenderers that submit suspicious tenders 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.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

SIGNATURE OF TENDERER

## **T2.2-16: Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they have acquainted themselves with, and agree with the content.**

**The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

And .....

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

## **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 Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor'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 Tenderers/Service Providers/Contractors 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 Tenderer/Service Provider/Contractor 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 Tenderers/Service Providers/Contractors 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 Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 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 Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor 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 tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor 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 tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor 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 Tenderer/Service Provider/Contractor 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 tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish.
- the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor 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 Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor 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 TENDERING**

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender 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 tendering.

4.3 In particular, without limiting the generality of paragraph 5 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 Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

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 tender relates.

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. 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.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 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 Tenderer/Service Provider /Contractor from future tendering 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 among others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor 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 Tenderer/Service Provider/Contractor 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 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 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 Tender shall be awarded to a Tenderer 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 Tenderer should it be established, at any time, that a tenderer 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 (CPM included) 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 Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender 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) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Tenderer/Service Provider/Contractor 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 Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the 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 Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation to the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
  - f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

## **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 tendering / 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 Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor 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 Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- 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 Tenderer/Service Provider/Contractor 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 Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, 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 blacklisting 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 Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender 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 tendering 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 Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor 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.

---

I ..... duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature .....

Date .....

## **T2.2-17: Supplier Code of Conduct**

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### **Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices**

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

#### **1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.**

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- 
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
  - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

**2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.**

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**3. Transnet’s relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

## Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I,

Of

\_\_\_\_\_  
(insert name of Director or as per Authority  
Resolution from Board of Directors)

\_\_\_\_\_  
(insert name of Company)

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed        this        on        day        \_\_\_\_\_ at

\_\_\_\_\_

\_\_\_\_\_  
Signature

## **T2.2-18: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. 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.
- 2.2. The Operator will process all information by the Transnet 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.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party 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.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator 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 the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , 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 Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to 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 Transnet submitted to it.

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

### 3. **SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

..... (Pty) Ltd

(Operator)

Authorised signatory for and on behalf of ..... (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-19: Job Creation

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

**Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.**

**Please also note the applicable Z clauses in Contract Data by *Employer*.**

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

- (d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Years 1	Q1	Q2	Q3
Total number of new jobs			
Number of new jobs for Black men			

Number of new jobs for black women			
Number of new jobs for black youth			
Number of new jobs for black people living in rural or underdeveloped areas or townships			
Number of new jobs for black People with Disabilities			
Number of new jobs for other categories			
Number of new skilled jobs			
Number of new semi-skilled jobs			
Number of new unskilled jobs			
<b>Year 2</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>
Total number of new jobs			
Number of new jobs for Black men			
Number of new jobs for black women			
Number of new jobs for black youth			
Number of new jobs for black people living in rural or underdeveloped areas or townships			
Number of new jobs for black People with Disabilities			
Number of new jobs for other categories			
Number of new skilled jobs			
Number of new semi-skilled jobs			
Number of new unskilled jobs			



Signed

Date

Name

Position

Tenderer

## T2.2-20: Insurance provided by the Contractor

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006 and April 2013) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

Please provide the following details for insurance which the Contractor is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

<b>Insurance against (See clause 83.1 of the TSC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to town property and equipment.			
(Other)			

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

[illegible]

## T2.2-22 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**Please Note:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

**In addition, please take note of the following very important information:**

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://www.cipic.co.za).

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

**Important Notice:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?					Yes		No	
If <b>YES</b> state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office		

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>		>R10Million <R50Million <b>QSE</b>		>R50Million <b>Large Enterprise</b>	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?							Yes		No			
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership			% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans								
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:												

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<b>EMPOWERING SUPPLIER</b>  An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.  In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES <input type="radio"/> NO <input type="radio"/>
<b>FIRST TIME SUPPLIER</b>  A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 <sup>st</sup> time.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT PLAN</b>  Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES <input type="radio"/> NO <input type="radio"/>
<b>DEVELOPMENT PLAN DOCUMENT</b>  Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them in their	YES <input type="radio"/> NO <input type="radio"/>

TRANSNET RAIL INFRASTRUCTURE MANAGER

ENQUIRY NUMBER: HOAC-HO-53959

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON TRACK OVERHEAD TRACK  
EQUIPMENT HEAVY MACHINES.

developmental area e.g. (They might require training or financial assistance etc.)	
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct			
Name and Surname		Designation	
Signature		Date	

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

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### Affidavit or Solemn Declaration

I, \_\_\_\_\_ solemnly swear/declare  
 that \_\_\_\_\_ is not a registered VAT  
 vendor and is not required to register as a VAT vendor because the combined value of taxable  
 supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed  
 R1million threshold, as required in terms of the Value Added Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### Commissioner of Oaths

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_  
 day of \_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,  
 and that he/she has no objection to taking the prescribed oath, which he/she regards binding on  
 his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
 Commissioner of Oaths

## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisationi- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p>

	<p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	---

### 3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Act

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was  
between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

### Deponent Signature

.....

### Date

.....

### Commissioner of Oaths

Signature & stamp

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>
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3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

### Deponent Signature

.....

Date

.....

### Commissioner of Oaths

Signature & stamp

### VENDOR REGISTRATION DOCUMENTS CHECKLIST

**Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:**

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		

4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>  The <i>conditions of contract</i> are the core clauses and the clauses for main Option:  dispute resolution Option  and secondary Options   of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	<b>A: Priced contract with price list</b>  <b>W1: Dispute resolution procedure</b>  <b>X1: Price adjustment for inflation</b> <b>X2: Changes in the law</b> <b>X13: Performance Bond</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: Additional conditions of contract</b>
10.1	The <i>Employer</i> is:  Address   Having elected its Contractual Address for the purposes of this contract as:   Tel No.	<b>Transnet SOC Ltd</b>  Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>  <b>Transnet Rail Infrastructure Manager</b> <b>150 Commissioner Street</b> <b>Marshalltown, Johannesburg</b> <b>South Africa, 2000</b>  <b>011 544 9665</b>
10.1	The <i>Service Manager</i> is (name):	<b>Nthabeleng Mohale</b>

	Address	<b>Inyanda House 21 Wellington Rd Parktown, Johannesburg 2001</b>
	Tel	<b>011 544 9665</b>
	e-mail	<b><a href="mailto:Nthabeleng.Mohale@transnet.net">Nthabeleng.Mohale@transnet.net</a></b>
11.2(2)	The Affected Property is	<b>In respect of each Task Order, the identified portion of the South African Freight Rail Network</b>
11.2(13)	The <i>service</i> is	<b>Maintenance of Railway Track with On-Track Overhead Track Equipment Heavy Machines</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>a) Cancellation of track occupations at short notice.</li> <li>b) The shortage of Pilots to move machines between Depots.</li> <li>c) Work on railway track near live OHE electrical equipment holds a danger of electrocution for workers.</li> <li>d) Working on a railway line adjacent to lines on which rail traffic continues to run holds the risk of injury or death to workers.</li> <li>e) Dry vegetation at or near most worksites is a fire hazard.</li> </ul>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 July 2025</b>
30.1	The <i>service period</i> is	<b>Twenty-four (24) Months</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	

50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
	60.1(15) A weather measurement is	<b>Determined by a suitable weather station most conveniently located in the Affected area</b>
	60.1(15) The weather data is	<b>The weather data issued with the Task Order or within [5 days] thereof, covering the area in which the Affected Property is situated, or if not so issued the national weather data available from the South African Weather Services</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>None</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>

83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The Total of the Prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>

The place where arbitration is to be held is **Johannesburg, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**The Chairman of the Association of Arbitrators (Southern Africa)**

<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<b>June 2025</b>
	The proportions used to calculate the Price Adjustment Factor are:	<p><b>Proportion linked to index for Index prepared by</b></p> <p><b>0.35 Labour (People) The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.</b></p> <p><b>0.40 Plant (Equipment) The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b></p> <p><b>0.13 Material (Civil) The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b></p> <p><b>0.12 Fuel The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.</b></p> <p><b>1.00</b></p> <p><b>0.15 Non-adjustable</b></p>
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X13</b>	<b>Performance bond</b>	

<b>X17</b>	<b>Low service damages</b>																				
X17.1	The <i>service level table</i> is in																				
	<table> <tr> <th>Performance level</th><th>% achieved of performance againstTw for each task order</th><th>Low service damages for each task order</th></tr> <tr> <td rowspan="6">Rate of production X Availability</td><td>99-100% performance achieved</td><td>R0 (nil)</td></tr> <tr> <td>95 - 98% performance achieved</td><td>2,5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)</td></tr> <tr> <td>90 – 94% performance achieved</td><td>5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)</td></tr> <tr> <td>88-89% performance achieved</td><td>7,5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)</td></tr> <tr> <td>86-87% performance achieved</td><td>10% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)</td></tr> <tr> <td>84-85% performance achieved</td><td>12,5% of the Price for Services Provided to Date in terms of the Task Order (Item 1.1of Price List)</td></tr> <tr> <td></td><td>&lt;84% performance achieved</td><td>15% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)</td></tr> </table>	Performance level	% achieved of performance againstTw for each task order	Low service damages for each task order	Rate of production X Availability	99-100% performance achieved	R0 (nil)	95 - 98% performance achieved	2,5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)	90 – 94% performance achieved	5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)	88-89% performance achieved	7,5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)	86-87% performance achieved	10% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)	84-85% performance achieved	12,5% of the Price for Services Provided to Date in terms of the Task Order (Item 1.1of Price List)		<84% performance achieved	15% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)	
Performance level	% achieved of performance againstTw for each task order	Low service damages for each task order																			
Rate of production X Availability	99-100% performance achieved	R0 (nil)																			
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	84-85% performance achieved	12,5% of the Price for Services Provided to Date in terms of the Task Order (Item 1.1of Price List)																			
	<84% performance achieved	15% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)																			
<b>X18</b>	<b>Limitation of liability</b>																				
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.</b>																			
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The deductible in terms of the <i>Employer's</i> arranged insurance.</b>																			
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</b>																			

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</b></p> <ul style="list-style-type: none"> <li>• The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</li> <li>• The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</li> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>Six (6) months after the completion of the <i>services</i> at a specific Affected Property or the completion of a Task Order (whichever is applicable).</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 (five) days of receiving the Task Order.</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	

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**Z1 Obligations in respect of Termination**


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Z1.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>

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**Z2 Right Reserved by Transnet to Conduct Vetting through SSA**


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Z2.1		<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
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**Z3 Additional clause relating to Collusion in the Construction Industry**


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Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
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## **Z4      Protection of Personal Information Act**

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Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
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**PART C2: PRICING DATA****C2.2 Price List**

Document Reference	Title	No of pages
C2.1	Pricing instructions	2 - 5
C2.2	Price Lists	6

	Name	Position	Signature	Date
Author is:	Nthabeleng Mohale	Contract Manager		

## C2.1 Pricing assumptions: Option A

### 1. GENERAL

#### 1.1 How work is priced and assessed for payment

##### **Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:**

Identified and 11

defined terms 11.2 (12) The Price List is the price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the Contractor has completed and

where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

##### **Clause 50 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:**

Assessing the amount due

50.2

The amount due is

- the Prices for the Services Provided to Date,
- plus other amounts to be paid to the Contractor,
- less amounts to be paid by or retained from the Contractor.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as estimated quantities of service multiplied by a rate or a mix of both.

#### 1.2 Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Service in accordance with the Service Information". Hence the Contractor does not provide the Service in accordance with the Price List. The Price List is only a pricing document.

#### 1.3 Preparing the price list

Before preparing the price list, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the Contractor to include in the price list to be prepared and priced by him.

It is assumed that in preparing or finalising the price list the Contractor:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link priced rates with parameters for the volume of work involved in Providing the Service as contemplated in *price list* contained in section C2.2;
- Has listed and priced items in the price list which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

time of tender, as well as correct any Defects not caused by an *Employer's* risk. This should also include all liabilities and obligations set forth or implied in the Contract data, as well as any profit.

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items to fulfil the obligation to complete the service for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the (lump sum) Prices is because of a compensation event.

## 2. FORMAT OF THE PRICE LIST

Entries in the first four columns in the price list in section C2.2 are made either by the *Employer* or the tendering contractor.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Estimated Quantity and Rate columns being left blank.

The pricing table contained in section C2.2 contemplates.

- (i) Item based pricing with applicable rates based on estimated volumes of work provided in the Price list

In this regard the tendering contractor is required to propose the relevant rates for the defined parameters of works for items 1 to 7 of the Price List (as further described in paragraphs 4.2 to 4.5 below).

## 3. GENERAL PRICING ASSUMPTIONS

- 3.1 The agreement is based on the NEC Term Service Contract.
- 3.2 It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.3 The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 3.4 The prices should cover the cost (as explained in par 1.3 above) for the work as described. The quantities set out in these Price Lists are estimates and do not necessarily represent the actual amount of work to be done per quantity item. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price Lists (refer to par 1.1 above).
- 3.5 The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service Information.
- 3.6 For each item in the Price List, the *Contractor* shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
- 3.7 The total in the Price List shall be exclusive of VAT and shall be transferred to form C1.1 (Form of Offer and Acceptance).

#### 4. BASIS OF MEASUREMENT AND PAYMENT

4.1 Calculations for measuring availability of the vehicle in its entirety shall be based on the total number of hours that the vehicle is required per month, which will consist of the following:

4.2 Normal working hours during normal working days as defined in Part C3 (*Service information*).

4.3 Emergency call-out hours as defined in Part C3 (*Service information*). This will only be applicable when the vehicle is actually required for this type of work.

4.4 Pre-arranged work outside normal working hours as defined in Part C3 (*Service information*). This will only be applicable when the vehicle is actually required for this type of work.

4.5 The *Service manager* will measure availability of the vehicle on an hourly basis and certify payment thereof in accordance with the contract.

4.6 All measurements for availability will be logged to the nearest minute of the day and totaled at the month end, where after it shall be converted to hours, rounded off to 4 decimals. The *Contractor* shall quote hourly rates when tendering.

#### 4.7 Item 1 Hourly rate.

Payment will be made on an hourly basis and shall be based on a 100% availability of the vehicle in its entirety.

4.8 All low performance damages for non-availability shall be calculated as per clauses 3.11.4 and 3.11.5 of Part C3 (*Service information*).and will be deducted from the monthly payment certificate.

The low performance damages for the vehicle will be calculated as follows:

#### 4.9 Item 1.1: Break down time (Trolley) -40% of item 1

For every hour the machine is on breakdown due to the trolley, the contractor will be penalized as follows.

- Number of hours on breakdown X -40% of item 1 rate.

#### 4.10 Item 1.2: Break down time (Platforms) -25% of item 1

For every hour the machine is on breakdown due to the Platform, the contractor will be penalized as follows.

- Number of hours on breakdown X -25% of item 1 rate.

#### 4.11 Item 1.3: Break down time (Catenary mast) -17% of item 1

For every hour the machine is on breakdown due to the Catenary mast, the contractor will be penalized as follows.

- Number of hours on breakdown X -17% of item 1 rate.

#### 4.12 Item 1.4: Break down time (Crane) -18% of item 1

For every hour the machine is on breakdown due to the Crane, the contractor will be penalized as follows.

- Number of hours on breakdown X -18% of item 1 rate.

#### 4.13 Standby time

Transnet may request the supplier to be on standby for the December break. Should that happen, payment will be made per day for the duration as communicated by the service manager or his deputy.

#### 4.14 Item 3.1 Normal overtime

The total time worked in an excess of 8 hours from Monday to Friday will be regarded as overtime. Normal overtime will be paid under this item.

#### **4.15 Item 3.2 Saturday overtime**

Overtime payment will also be made for work performed on a Saturday when in excess of 5 consecutive days out of every 7 days or in excess of 10 consecutive days out of every 14 days. Overtime payment will also be made for work performed on a Saturday shift day when work is performed in excess of 8 hours for the day. Only To occupation time allocated will be considered for the calculation of overtime. This implies excluding preparation time outside of To time.

#### **4.16 Item 3.3 Sunday overtime**

Sunday time payment will be made for work performed on a Sunday or Paid Public Holiday when in excess of 5 consecutive days out of every 7 days or in excess of 10 consecutive days out of every 14 days. Sunday time payment will also be made for work performed on a Sunday shift day when work is performed in excess of 8 hours for the day. Only To occupation time allocated will be considered for the calculation of overtime. This implies excluding preparation time outside of To time.

#### **4.17 Item 4.1 Saturday Shift Allowance**

A shift allowance payment will be made for work performed on a Saturday when working five days out of every seven days or ten days out of every fourteen days.

#### **4.18 Item 4.2 Sunday and PPH Shift Allowance**

A shift allowance payment will be made for work performed on a Sunday or Paid Public Holiday when working five days out of every seven days or ten days out of every fourteen days.

#### **4.19 Item 4.3 Night Shift Allowance**

A night shift allowance payment will be made when an occupation falls between 18h00 and 06h00

#### **4.20 Item 5 Movement of machine**

Payment will be made per track kilometer for moving the machinery between work site (See definition of moving time – Contract Data Definitions). Tendered rates shall include for fuel as well as wear and tear while moving. No payment will be made when the machinery is hauled by Locomotive.

#### **4.21 Item 6.1 Training outside of Gauteng**

The Contractor shall provide and present to Transnet personnel a training course or courses for the operation of the vehicle outside of Gauteng.

#### **4.22 Item 6.2 Training inside of Gauteng**

The Contractor shall provide and present to Transnet personnel a training course or courses for the operation of the vehicle inside of Gauteng.

## 4.24 PAYMENT CERTIFICATES

4.24.1 On or about the last day of each month, the *Service manager* will make a measurement of the availability of the vehicle for that month.

4.24.2 Thereafter the *Service manager* will issue a certificate authorizing payment of such sum of money as he may consider represents the value of the service.

4.24.3 The *Contractor* shall be entitled to receive payment of the amount authorized in the said certificate within 30 days from the day of measurement or receipt of the *Contractor's* VAT invoice, whichever is the later. Such payment will be regarded as an open payment, and both certificate and payment will be subject to revision and adjustment by the *Service manager* if at any time he is of the opinion that the certificate does not represent accurately the value of the service.

4.24.4 The *Service manager* shall, within four weeks after the settlement of all dispute or arbitration awards, or after the expiry of the contract period, whichever is the later, submit to the *Contractor* a final certificate who, by countersigning the final certificate, shall certify his acceptance of the amount shown due to him as being full and final payment.

4.24.5 Where the *Contractor* fails to certify the final certificate or has not disputed the correctness thereof within four weeks after its receipt by him, Transnet will deem the Contractor to be in agreement with such final certificate and will effect payment in terms thereof.

4.24.6 Transnet will not consider or admit any claim arising from the final certificate or in connection with the contract, which has not been lodged with the *Service manager* within a period of four weeks after the receipt by the Contractor of the final certificate, and the Contractor accepts and acknowledges that by his failure to lodge a claim within the above stipulated period of four weeks, he waives such claim and relieves Transnet of responsibility for such claim.

4.24.7 Neither the issue of the final certificate nor any payment made thereunder, shall release the *Contractor* from any liability to indemnify Transnet against and to reimburse it in respect of, any claim made or to be made against it by a third party for damage or loss sustained by such third party in consequence of any wrongful act or omission of the *Contractor*, or his employees or agents.

NB: The quantities indicated in the Price List are 60% guaranteed to the contractor.

## C2.2 the *price list*

### **Service Category: HOAC HO 53959**

Overhead Track Equipment Heavy Machines Services

### **Work Packages:**

Number of Machine Service Packages Required = 5

NB\*: The *Employer* reserve the right to reduce the number of *Work Packages* required prior to the award of contract

Ohte BOQ estimated quantities per machine - Heavy					
Item	Description	Quantity	Unit Measure	Market Related Prices	Total Amount
1	Hourly rate for 100% availability	3500	hour		
1,1	Break down time (Trolley) - 40% of item 1		hour		
1,2	Break down time (Platforms) - 25% of item 1		hour		
1,3	Break down time (Catenary mast) - 17% of item 1		hour		
1,4	Break down time (Crane) - 18% of item 1		hour		
2	Standby rate	30	day		
3	Overtime				
3,1	TOM > 8 Hrs Week days (Monday - Friday)	700	hour		
3,2	Weekend Saturday > 8 Hrs	184	hour		
3,3	Weekend Sunday & PPH	194	hour		
4	Shift Allowance				
4,1	Sat when 10 out of 14/5 out of 7	184	hour		
4,2	Sunday & PPH	194	hour		
4,3	Night shift 18h00 - 06h00	150	hour		
5	Fuel cost per km in travel mode	17000	km		
6	Training				
6,1	Training per group (outside Gauteng)	10	Course		
6,2	Training per group (inside Gauteng)	3	Course		
				Amount excl. VAT	
				VAT @ 15%	
				Total amount incl. VAT	

Stipulate the number Heavy Class Maintenance Machine Work Packages being bid for..... (enter number here)

Bidder's Signature

**Note : The pricing list above is expected to reflect the pricing offer for one Machine Work Package, where the Work Package represents one machine and all its associated services.**

## C1.1 Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### **MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES.**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
Tenderer:**

Name &  
signature of  
Witness

(Insert name and address of  
organization)

Date

Tenderer's CIDB registration number:

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
Witness

(Insert name and address of  
organization)

Date

## Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the Tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organization)

(Insert name and address of organization)

Name &  
signature  
of witness

Date

---

## **PART 4: AFFECTED PROPERTY**

Core clause 11.2(2) states

"Affected Property is property which

Is affected by the work of the Contractor or used by the Contractor in Providing the Service is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property.

### **1. Description of the Site and its surroundings**

#### **1.1 General description**

The contract area will be all track owned, or maintained, by Transnet Freight Rail under Saldanha depot. The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. The railway tracks are in areas of varying horizontal and vertical dimensions of the land surface. In some areas, tracks fall in deep cuttings as well as in high embankments.

#### **1.2 Existing buildings, structures, and plant & machinery on the Site**

There are fixed assets that are situated alongside the linear state of the railway infrastructure. These structures are but not limited to, bridges, platforms, culverts, and track side components. The Contractor shall ensure that all the works being carried out does not deform the existing structures.

#### **1.3 Hidden services**

There are underground services that were previously erected and the as-built data to locate such services will be utilised. There are situations where the as-built data cannot be traced and, in such situations, activities must be carried out with caution. During the execution phases of the project, there is a possibility of disruption of such hidden services. These services include conduits (oil, water, and sewage), electrical cables and any other structure that may be present. The employer shall inform the contractor through a baseline risk assessment of any possibilities in anticipation.

#### **1.4 Other reports and publicly available information**

The Employer will also provide maps and locations as and when required.





## C3: Scope of Work

PROVISION OF AN ON-TRACK HEAVY CLASS VEHICLE FOR THE MAINTENANCE AND INSPECTION OF 50 kV AC TO 3 kV DC OVERHEAD TRACK EQUIPMENT, COUNTRY WIDE:

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	34
	Total number of pages	35

## **Transnet Rail Infrastructure Manager**

TRANSNET RAIL INFRASTRUCTURE MANAGER

ENQUIRY NUMBER: HOAC-HO-53959

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK  
EQUIPMENT HEAVY MACHINES

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### 3.1. SCOPE OF CONTRACT

3.1.1 This document covers the conditions governing the hiring of an on-track OHTE maintenance vehicle from the Contractor which he shall provide and maintain during the contract period and within the areas of operation specified, subject to the terms of the succeeding clauses, specifications and conditions pertaining to this contract.

### 3.2.0 DEFINITIONS AND INTERPRETATIONS

3.2.1 *Service manager*: The person appointed by Transnet from time to time as the *Service manager* to administer the contract according to the powers and rights held by and obligations placed upon him in terms of the contract.

3.2.2 Paid public holidays: Paid public holidays shall be those applicable to Transnet.

3.2.3 Normal working days: Mondays to Fridays, but excluding paid public holidays.

3.2.4 Normal working hours: The hours of duty from Monday to Friday between 08:00 and 16:00 during normal working days.

3.2.5 Emergency call-out hours: All hours which fall outside normal working hours (clause 3.2.6) on normal working days (clause 3.2.5.)

3.2.6 Sunday time: The period between 00:00 and 23:59 on Sundays as well as paid public holidays.

3.2.7 Overtime: The period not covered by clauses 3.2.5, 3.2.6 and 3.2.8.

3.2.8 Pre-arranged work outside normal working hours: Planned work which has to be performed outside normal working hours due to particular conditions.

3.2.9 Month: The continuous period between the first day of a calendar month and the last day of the same calendar month, both days included.

3.2.10 Hourly rate: The monthly charge inclusive of the Fitter, but excluding fuel costs and overtime, divided by the total number of working hours in an average month. (See clause 3.2.6.)

3.2.11 Non-available: When required to work, the vehicle and associated equipment is not able to produce work to the standards specified, due to breakdown.

3.2.12 Vehicle: The on-track self-propelled machine provided complete with all equipment complying with the requirements of the specifications annexed hereto.

3.2.13 Words importing the singular, also include the plural and vice versa where the context requires.

3.2.14 Movement Time (Tm): The period required to move the machinery from work site to work site as a train, as part of or on a train. Moving time will commence at the announced time of departure and will end when the staging point at the new work site is reached. Periods of overnight stops when the machinery is traveling as a train, as part of or on a train will

be excluded from moving time. Moving time will be included in occupation time for payment purposes

### 3.3 WORKING AREA

3.3.1 The working area shall be the overhead track equipment on all lines owned and / or maintained by Transnet within the borders of the Republic of South Africa and neighboring countries.

3.3.2 The staging depots of the vehicle will normally be at the following Depots or their recognised Sub-Depots.

3.3.2.1 Bellville, Kimberley (North and South), Bloemfontein, Port Elizabeth & East London

3.3.2.2 Empangeni, Durban, Ladysmith & Heidelberg

3.3.2.3 Isando, Vereeniging & Krugersdorp

3.3.2.4 Koedoespoort, Nelspruit, Witbank & Polokwane

3.3.2.5 Ermelo, Vryheid & Empangeni (Coal Line)

3.3.2.6 Saldanha (Ore Line) & Upington

### 3.4.0 DELIVERY OF VEHICLE

3.4.1 The *Service manager* shall determine where the vehicle will be delivered at the commencement of the Contract Period. The Contractor shall carry all costs for delivery of the vehicle from his workshops to the point of delivery and shall be responsible for all associated arrangements.

3.4.2 Similarly the Contractor shall carry all costs and do all arrangements for the return of the vehicle to his workshops after expiry of the contract.

3.4.3 The *Service manager* will determine where, when and how a vehicle shall be utilised on a day-to-day basis for the maintenance of Transnet assets. Only the *Service manager* may decide to stop work due to inclement weather, etc.

3.5 TRANSNET SPECIFICATIONS APPLICABLE AND DEEMED TO FORM PART OF THE CONTRACT

3.5.1 The latest edition of E.4E: Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.

3.5.2 The latest edition of E.7/1: Specification for works on, over, under or adjacent to Railway lines and near high voltage equipment.

3.6.0 OPERATION

3.6.1 The Tender shall include for the provision of a full-time Fitter with the vehicle. The Fitter shall be responsible for travelling movements (not crawling in work mode), off-tracking / on-tracking, as well as regular vehicle inspections, maintenance and repairs, so that maximum availability may be achieved.

3.6.1.1 The Fitter will be expected to be available during normal working hours during normal working days (see clauses 3.2.6 and 3.2.5), as well as for emergency work during emergency call-out hours (see clause 3.2.7.) He shall also be available for pre-arranged work outside normal working hours as described in clauses 3.2.10 and 3.10.2.

3.2 Although a Fitter must be provided with the vehicle, the Contractor shall provide and present to Transnet personnel a training course or courses for the operation of the vehicle with relation to:

3.6.2.1 The safe handling and driving of the vehicle, in "travel" as well as in "work" modes.

3.6.2.2 The safe operating of the elevating platform/s or aerial work platform/s (whichever are provided), as well as all other equipment to be used by Transnet personnel during the performance of their tasks.

3.6.2.3 The necessary daily inspections to be carried out on the vehicle and their equipment before trips and work are undertaken.

3.6.2.4 Transnet reserves the right to use the course literature and reproductions thereof for internal training purposes.

3.6.2.5 A course group of Transnet personnel will consist of between two and fifteen people.

3.6.2.6 The *Service manager* may, at any time during the duration of the contract, request the Contractor to present a training course at any depot or sub-depot in the working area.

3.6.2.6.1 The Trainer/Assessor must be accredited by a registered organisation whose qualifications are recognised by the South African Qualifications Authority (SAQA).

3.6.2.6.2 The training and certification of Trainees must be done according to the Driven Machinery Regulations. (Regulation 18) of the Occupational Health and Safety Act (Act 85 of 1993.)

3.6.3 It is anticipated that the vehicle will be operational daily (Mondays to Fridays) during normal working hours, for approximately 10 hours. There could also be need for emergency call-outs and pre-arranged work outside normal working hours, as per clauses 3.2.7, 3.2.10 and 3.10.2.

### 3.7.0 BREAKDOWN AND MAINTENANCE SERVICING

- 3.7.1 The Contractor shall be responsible for vehicle breakdown services as and when required. Own transport to the site shall be supplied in this event.
- 3.7.2 The *Service manager* shall inform the Contractor in writing when the vehicle will be transferred to a new staging depot. Such notice shall be given at least 7 (seven) days prior to transfer.
- 3.7.3 The Contractor shall provide maintenance services on the vehicle as determined by him. These services shall be conducted at predetermined intervals and times agreed upon by both parties. The vehicle shall be serviced at one of the staging depots or their sub-depots (see clause 3.4.2).

### 3.8.0 RECORDS AND INSTRUCTION BOOKS

- 3.8.1 The Contractor shall provide and keep on the vehicle two triplicate carbon copy books, one, in which instructions and events regarding the performance of the vehicle can be recorded and the other, a logbook where odometer readings and times that the vehicle was operational may be recorded, as well as the hours that the elevating platform or aerial work platform was operational. Statutory inspections of elevating devices must also be recorded as per requirements of the relevant laws and codes. Valid copies of relevant certificates for elevating devices must also be kept on the machine at all times.

### 3.9.0 AVAILABILITY

- 3.9.1 Availability of the vehicle in its entirety shall be 100% i.e. 8 (eight) hours daily during normal working hours during normal working days, (see clauses 3.2.6 and 3.2.5), as well as for call-outs during emergency call-out hours and during pre-arranged work outside normal working hours as described in clauses 3.2.7, 3.2.10 and 3.10.2.
- 3.9.2 Where practical needs dictate that Transnet staff will have to perform planned work at night or during weekends, the Contractor will be notified at least seven days in advance to allow the Fitter concerned to make the necessary arrangements for resting, service materials, etc.

### 3.10.0 NON-AVAILABILITY

- 3.10.1 If the non-availability of the vehicle is due to a breakdown, the Contractor or his representative shall advise the *Service manager* of the estimated time needed to effect repairs, after inspection thereof.
- 3.10.2 The vehicle will be regarded as available after breakdown when it is declared available for the purpose of testing, unless after the period of testing the vehicle is still non-available. In the latter case, non-availability time will continue from the time that the vehicle previously became non-available.
- 3.10.3 Should a joint inspection of the vehicle by Transnet and the Contractor reveal that the vehicle is not in a safe working condition, the *Service manager* may order the temporary withdrawal of the vehicle from service. The vehicle will then be regarded as non-available until it has been repaired and is available for work.

- 3.10.4 If the vehicle is required for work as per clauses 3.2.10 and 3.2.7, non-availability will be measured in minutes from the instant the vehicle is required or the instant of breakdown, whichever occurs later, until the end of the particular work period. Should the vehicle become available while this work is in progress and the vehicle is present at the worksite, and is utilised for the rest of the work period by Transnet, non-availability will end at the instant the vehicle is taken back into service.
- 3.10.5 The Contractor shall state time of non-availability during which normal maintenance services will be carried out on the vehicle. For payment purposes the vehicle will be regarded as available during this time (see clauses 3.7.4 and 3.8.3).
- 3.11.0 TO BE SUPPLIED BY THE CONTRACTOR
- 3.11.1 The Contractor shall at his own cost provide labour, transport, consumable items, machinery equipment, tools and materials including spare parts required for maintaining the vehicle and carry out breakdown services to an acceptable standard.
- 3.11.2 A maintenance service schedule based on the usage stated in clause 3.7.4.
- 3.11.3 The Fitter with the vehicle, will be considered the contact person for the Contractor. An all-hours contact number must however still be provided where the Contractor may be reached in case of an emergency if the Fitter is not accessible.
- 3.11.4 A cellular telephone (with "car kit") for use by the Fitter.
- 3.11.5 Diesel fuel for the vehicle. (Both provision and filling.)
- 3.11.6 Security outside normal working hours. The vehicle would normally be parked in a Depot yard or in a station yard (manned or un-manned). Working conditions may, however, require that the vehicle be parked in a section at an off-tracking platform. The vehicle will not be parked in an area considered by Transnet Risk Management to be a high-risk location.
- 3.11.7 A training module regarding Electrical Safety for the Fitter.
- 3.11.8 The Fitter must pass the training course before the vehicle is delivered.

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## **Transnet Rail Infrastructure Manager**

TRANSNET RAIL INFRASTRUCTURE MANAGER

ENQUIRY NUMBER: HOAC-HO-53959

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK  
EQUIPMENT HEAVY MACHINES



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## **GENERAL NOTES:**

- 1 All vertical measurements of equipment performance in this specification, are from track level, unless otherwise specified.
- 2 All flooring must be non-slip and weatherproof.

## **1.0 GENERAL REQUIREMENTS**

- 1.1 An on-track, self-propelled Heavy Class vehicle for maintenance and measurement of high voltage Overhead Track Equipment (OHTE); suitable for 1 065 mm rail gauge.
- 1.2 Facilities, tools & equipment will consist of a cab and a selection of other facilities as discussed in Sections: 7 - Elevating Platform, 8 - Hydraulic Crane, 9 - Dual Purpose Hydraulic Crane Convertible to Aerial Basket, 10 - "Cherry Picker", 11 - Catenary Support Mast, 12 - Off-Tracking Equipment, 13 – Air Supply for Pneumatic Tools and 14 – High Pressure Washing Equipment.

Tenderers are requested to refer to the attached Schedule Of Requirements (S.O.R.) to determine which of the facilities are required. (Clause numbers in this Specification and those indicated on the S.O.R. are identical.)

- 1.3 The general vehicle lay-out is shown in Appendix A.

## **2.0 OPERATING CONDITIONS**

- 2.1 The vehicle will be used to transport seated staff including a driver and equipment / tools for maintenance, over long distances.
- 2.2 Hydraulically operated lifting equipment will be used during maintenance of the OHTE.
- 2.3 The vehicle will be used at altitudes from sea level to 1 850 m above sea level, at ambient temperatures ranging from -5°C to +45°C, in all weather conditions and at night.

## **3.0 DIMENSIONS**

- 3.1 Rail wheel track must be 1 065mm gauge.
- 3.2 Total vehicle length (measured over headstocks) may not exceed 15 300mm if two solid axles are used or if one solid axle and one bogie is used.
- 3.3 For two bogies, distance between inner axle centres on the two bogies must not exceed 13 350mm.
- 3.4 For two bogies, the maximum permissible overhang is 2 400mm, measured from the centre of the bogie to the end of the vehicle (headstock).
- 3.5 For two bogies, the total vehicle length (measured over headstocks) may not exceed 19 900mm

- 3.6 Wheelbase must not exceed 7 000mm if two solid axles or one solid axle and one bogie are used.
- 3.7 The maximum permissible overhang for two solid axles or one solid axle and one bogie is 4 150mm. In the case of a bogie being used, the overhang will be measured from the centre of the bogie to the end of the vehicle.
- 3.8 Nominal radius of the sharpest curve is 91m and such curves are check railed. The vehicle must be capable of safely negotiating a curve of 85m.
- 3.9 The profile of the vehicle must comply with Transnet's vehicle gauge (1 065 mm track gauge) depicted on drawing No. BE-82-15 sheet 1 attached to this specification. (See Appendix B.)
- 3.10 All components (including cow catchers) must clear the rail by a minimum of 75mm, except for wheels and flexible rail sweepers. The clearance between the rail and flexible railsweepers must stay between 13mm and 20mm, regardless of loading on the vehicle.

#### **4.0 PERFORMANCE FACILITIES, TOOLS AND EQUIPMENT**

- 4.1 The vehicle (fully laden) must be capable of a top speed of at least 80 km/h in both directions on level track.
- 4.2 The vehicle must be able to travel at top speed for distances in excess of 200 km at a time. A minimum operating range as specified, is required.
- 4.3 The fully laden vehicle must be able to maintain the specified speed on the specified gradient.
- 4.4 A crawling speed, continuously variable between 1 km/h and 10 km/h in both directions, must be possible on gradients up to 1:40.

#### **5.0 ELEVATING PLATFORM**

- 5.1 The elevating platform must be capable of carrying a total load of not less than 600 kg with a minimum of 300 kg at any point; also while the vehicle is crawling at 10km/h.
- 5.2 The floor area of the platform must be 3 000mm long and 2 300mm wide and fitted with protective hand rails, 1 100mm high. Solid toe boards, 150mm high, must be fitted.
- 5.3 The platform must be adjustable in such a way that it is possible to stand on all points as described in Appendix C. Sideways movement, extra elevation, etcetera may be used to accomplish this.
- 5.4 The support frame must have sufficient rigidity for the fully laden platform to remain stable at all times, whilst stationary, during acceleration or braking of the vehicle, even on a track with a cant of 100mm, with the platform in any position.
- 5.5 Raising and lowering of the platform must be effected by a power driven system.
- 5.6 Suitable lockable access must be provided to the platform from the deck of the vehicle.

- 5.7 Certain sections of the handrails must be partly removable / collapsible to make it possible for the platform floor to rise to the height of the contact wire.
- 5.8 A facility must be provided to enable the sideways movement of the platform to be temporarily restricted to either side, such that the respective edges of the platform maintain a predefined clearance from an adjacent energised track. (This clearance will normally be 3 650mm from the centre line of the adjacent track, but may vary). The facility must operate by means of a key which can be removed in the locked position.
- 6.0 HYDRAULIC CRANE** (Measurements relative to hook.)
- 6.1 A hydraulic crane must be supplied and fitted to the vehicle at the end opposite to the cab.
- 6.2 The crane boom must be able to power slew through 360° or more. Actual slewing angle to be stated.
- 6.3 The crane must be of the specified ton-meter rating capable of at least lifting a load 5 000mm high at 5 000mm from track centre.
- 6.4 The crane must have a vertical lifting reach of at least 9 000mm at track centre.
- 6.5 The vehicle must be provided with two hydraulically operated outriggers, to be used during crane operation. The outriggers must press on the formation on either side of the ballast, and have ball-jointed foot pads. The tenderer must specify the maximum working conditions under which the crane may be used without outriggers. Suitable hardwood blocks should be carried on the vehicle to ensure safe operation under all conditions.
- 6.6 The crane must be mounted in such a fashion that when in the “stored” position, there will be sufficient space for access from the steps mentioned in clause 16.3.
- 6.7 The load hook must be designed and manufactured in accordance with a recognised international standard.
- 6.8 The hook must be mounted on high grade ball or roller bearings and capable of swivelling through 360°.
- 6.9 The design of the hook assembly must be such that it can be easily dismantled into basic components. Hook assemblies of welded construction will not be accepted.
- 7.0 DUAL PURPOSE HYDRAULIC CRANE CONVERTIBLE TO AERIAL BASKET**
- 7.1 A dual purpose hydraulic crane which is convertible to aerial basket, must be supplied and fitted to the vehicle at the end opposite to the cab.
- 7.2 The crane must be able to operate as a crane or a “cherry picker”. For this reason it must be possible to fit a hook (for crane operation) or an aerial basket (for “cherry picker” operation) to the hydraulic arm. This interchange must comply with the following requirements: (See also Appendix D.)
- 7.2.1 The cradle or crane hook must be connected to the hydraulic arm by means of an approved coupling allowing quick connecting / disconnecting.

- 7.2.2 Connecting and disconnecting of the cradle or hook must not require any modification or adjustment to the hydraulic system.
- 7.3 In “crane-mode” the crane must be as discussed in the applicable clauses of section 8.0.
- 7.4 In “cherry picker” mode it is required that the aerial basket floor reaches a maximum height of 10 500mm at 4 000mm from track centre and 4 900mm high at 7 000mm from track centre.
- 7.5 A removable aerial basket of approximately 1 800mm x 800mm and a minimum capacity of 270 kg must be provided for the purpose of elevating 2 persons and tools. Hand rails, 1 100mm high, with solid toe boards, 150mm high, must be fitted. Lockable access must be provided.

## **8.0 CHERRY PICKER”**

- 8.1 A hydraulically operated “cherry picker” must be supplied and fitted.
- 8.2 A cradle of approximately 1 800mm x 800mm and a minimum capacity of 270 kg must be provided for the purpose of elevating 2 persons and tools. Hand rails, 1 100mm high, with solid toe boards, 150mm high, must be fitted. Lockable access must be provided.
- 8.3 The vertical lifting reach of the cradle floor, must be 10 500mm at 4 000mm from track centre and 4 900mm at 7 000mm from track centre. The cradle must be mechanically lockable in the stored position.

## **9.0 CATENARY SUPPORT MAST**

- 9.1 A telescopic mast for support and shifting of overhead lines must be provided, which has a head that can swivel through 90° (in the horizontal plane) and reach a height of 8 000mm.
- 9.2 The telescopic mast must be able to lift 300 kg minimum at any point and extend at a rate of approximately 100mm per second.
- 9.3 The mast and head must withstand a horizontal force, transverse to the track, of 3 200N up to a height of 8 000mm.
- 9.4 The head of the telescopic mast must be 220mm wide (with three notches, as shown in Appendix E) capable of moving 450mm to either side of track centre (measured from centre of block), by means of a hand- or power-driven drive.
- 9.5 The mast must be situated on the vehicle centre line where it can be easily reached from the elevating platform.

## **10.0 OFF-TRACKING EQUIPMENT**

- 10.1 The vehicle must have off-tracking equipment suitable for use on either of the off-tracking stand types employed by Transnet.
- 10.2 It must be possible to off-track and on-track the vehicle in five minutes for each

operation.

## **11.0 AIR SUPPLY FOR PNEUMATIC TOOLS**

- 11.1 Two pneumatic quick-couplers with manually-operated cut-off valves must be provided on each elevating platform, cradle and aerial basket.
- 11.2 A hose reel with a 5m length of pneumatic hose with a quick-coupler must be provided at the crane end of the vehicle with the hose permanently connected to the supply via a manually-operated cut-off valve.
- 11.3 Compressed air with a flow rate and pressure suitable for driving commercial air tools, must be available at the supply points.
- 11.4 An effective low-maintenance automatic air drier, with a capacity of at least that of the compressor, must be provided.
- 11.5 Pneumatic couplers must match the couplers of the air tools as required by the user.

## **12.0 HIGH PRESSURE WASHING EQUIPMENT**

- 12.1 Portable high pressure washing equipment for use with water-based alkaline solvent detergent must be supplied on the vehicle.
- 12.2 The equipment must be electrically driven by 220V, with the power cable at least 10m long, to allow the device to be used some distance away from the vehicle.
- 12.3 A pressure of at least 130 bar on the high pressure side is required.
- 12.4 The detergent has a pH of  $\pm 11,2$ .
- 12.5 Equipment to be supplied with flexible high pressure hose of the specified length or 10m (whichever is least), as well as handles and spraying nozzles as recommended by the suppliers.
- 12.6 Washing water storage of at least 500 litres capacity for supplying the portable washer, must be supplied on the vehicle.
- 12.6.1 A low pressure water feedline of suitable length is required to connect the washing equipment to the water supply tank.

## **13.0 CAB**

- 13.1 A fully enclosed, weatherproof cab must be provided. The cabin must be suitably protected against the weather and must provide seating accommodation for the specified total number of staff, including a driver. A specified number of these staff members must be seated in an elevated seat with a clear view of the OHTE and the measuring pantograph.
- 13.2 Good ventilation, heating and demisting are required.
- 13.3 A tank for potable water, with a capacity of not less than 40ℓ, fitted with suitable dispensing facilities, must be provided in the cab.

- 13.4 A lockable access door must be provided at one side of the cab. It must be fitted with suitable sidewall handrails and steps for easy access to the vehicle from ground level.
- 13.5 A lockable access door must be provided between the cab and the deck.
- 13.6 Windscreens must be at the approved standard and provided at both ends of the cab and fitted with suitable electric windscreen wipers.
- 13.7 At least one window on each side-wall must be provided with a sliding panel and all window glazing must be tinted.
- 13.8 All seating must be upholstered with heavy duty vinyl material (washable) and padded, whilst the driver's seat must be adjustable in height and distance from the control panel. Where possible, each seat must be provided with a 3-point safety belt. The remaining seats should have 2-point safety belts.
- 13.9 Storage for documentation must be provided in the cab.
- 13.10 Additional storage for flags and detonators is also required in the cab.
- 13.11 Passenger seats must be of the bench type of which the space below must be fully enclosed to provide for additional storage. Seats must be hinged to provide access to storage space.
- 13.12 Individually lockable storage for the personal belongings of the number of people specified in clause 14.1, is required. This storage space may be incorporated in the space specified in clause 14.11.
- 13.13 The driver and his assistant must be seated in such a way that allows them a clear view of the track when travelling in either direction. They must be seated in a comfortable manner to travel for long distances. These two seats may be in an elevated area of the cab.
- 14.0 DECK**
- 14.1 The open accessible deck must be protected on all exposed sides with suitable handrails, 1100mm high and fitted with 150mm high solid toe boards.
- 14.2 The deck must be large enough to accommodate the elevating platform and all other equipment specified or required for the proper operation of the vehicle.
- 14.3 Suitable steps must be provided at the crane end of the vehicle to allow access from ground level, without impairing the crane's performance.
- 15.0 CONTROLS AND DISPLAYS**
- (Controls of equipment not selected, must be ignored.)
- 15.1 Controls for the elevating platform: (Refer to section 6.0)
- 15.1.1 All movements of the elevating platform must be controlled from a control panel situated on the elevating platform.

- 15.1.2 Where additional smaller platforms are mounted on the elevating platform, their individual controls will be situated on themselves.
- 15.1.3 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the elevating platform.
- 15.2 Controls for crane: (Refer to section 7.0.)
  - 15.2.1 Controls for crane operation to be mounted in a suitable position at the crane end of the vehicle.
  - 15.2.2 A remote control is also required to operate the crane from anywhere on the elevating platform.
- 15.3 Controls for crane with removable aerial basket fitted: (Refer to section 8.0.)
  - 15.3.1 All the movements of the crane in "Cherry Picker" mode must be controlled from a control panel situated on the aerial basket.
  - 15.3.2 The remote control for crane operation, may be plugged into the aerial basket for operating the crane in "Cherry Picker" mode from within the aerial basket.
  - 15.3.3 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the aerial basket.
  - 15.3.4 Controls in "crane mode" will be as described in clauses 16.2.1 and 16.2.2.
- 15.4 Controls for the "cherry picker": (Refer to section 9.0.)
  - 15.4.1 All the movements of the "Cherry Picker" must be controlled from a control panel situated on the cradle.
  - 15.4.2 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the cradle.
- 15.5 Controls for the catenary support mast: (Refer to section 10.0)
  - 15.5.1 The catenary support mast must be operated from a suitable position on the elevating platform.
- 15.6 Interlocking of crawling controls:
  - 15.6.1 The vehicle crawling controls must be so interlocked that no movement of the vehicle is possible if any crane outrigger (clause 7.5) or the catenary support mast (clause 10.0) are not within the vehicle gauge.
  - 15.6.2 The crawling and braking controls must be so interlocked that when the elevating platform, aerial basket or "cherry picker" is in use, crawling operations can only be carried out by one of the controls at any one time - whichever control has the master interlocking key.
- 15.7 Emergency controls:
  - 15.7.1 An emergency stop must be provided on the platform, in the aerial basket / cradle, in

the cab, and on both sides of the vehicle, to be reached from ground level.

15.7.2 Independent emergency controls for lowering the platform must be situated on the deck.

15.7.3 Independent emergency controls for lowering the aerial basket on the crane must be situated on the deck.

15.7.4 Independent emergency controls for lowering the cradle of the “cherry picker” must be situated on the deck.

15.8 Automatic parking brake:

15.8.1 An automatic parking brake, working in conjunction with the crawling controls of the platform, must be provided.

15.9 Cab controls and displays:

15.9.1 The driver’s control panel(s) must be positioned such that all controls are ergonomically accessible when driving in either direction.

15.9.2 Warning lights for earthing pantograph positions, elevating platform positions, crane / “cherry picker” and catenary support mast operation, must be provided. An alarm(s) which sounds if either pantograph is activated, but does not make contact with the contact wire, must also be provided. The alarm(s) must be audible in the working area.

15.9.3 Controls of both earthing pantographs are to be interlocked with the controls of all other lifting / elevating devices in such a manner that the latter can only be activated after contact has been made between the overhead conductor and the earthing pantographs.

15.9.4 The control panel must contain all the necessary controls, instruments and switches necessary to safely drive and operate the vehicle and must include the following:

15.9.4.1 Switches for all the lights, windscreen wipers and cooling fan(s).

15.9.4.2 Gauges for engine and gearbox coolant temperature.

15.9.4.3 Gauge for fuel level.

15.9.4.4 Speedometer with odometer (both calibrated to at least  $\pm 5\%$  accuracy).

15.9.4.5 Voltmeter.

15.9.4.6 Engine tachometer with hour meter.

15.9.4.7 Gauge(s) for brake reservoir pressure and auxiliary reservoir pressure.

15.9.4.8 Warning lights for: Low engine oil pressure; battery charge, suspension locking device and fuel / water separator.

15.10 The driver’s travelling controls must be locked out if any device is not in its stored position (including pantographs).

## **16.0 TOWING EQUIPMENT**

- 16.1 The vehicle must be capable of being hauled in either direction by a locomotive if required, to clear the section after breakdown.
- 16.2 The vehicle must be provided with a system for connection to a standard locomotive coupler.
- 16.3 Mounted next to the drawbar connection, must be instructions warning that the drawbar must only be used to tow the machine in case of breakdown.

## **17.0 HYDRAULIC SYSTEM(S)**

- 17.1 All hydraulic equipment supplied, must be able to work at the same maximum supply pressure, on a specific system.
- 17.2 The hydraulic reservoir(s) must be large enough to allow simultaneous operation of all the hydraulic equipment in the system.
- 17.3 Hydraulic hoses must be manufactured to an approved SABS/SANS standard. Details must be furnished.
- 17.4 The following safety features (devices) must be incorporated into the system:
  - 17.4.1 Device to prevent overloading (over-pressurising).
  - 17.4.2 Device to prevent load from dropping in case of hose or other failure.
  - 17.4.3 Replaceable return / suction filter, suction strainer and suitable oil level indicator fitted to the hydraulic tank.
  - 17.4.4 Port relief valves required for every function.

## **18.0 ENGINE**

- 18.1 A suitable, easily maintainable diesel engine must be provided to drive the vehicle(s) and auxiliary systems at the required speed. Refer to Section 5.
- 18.2 Approval (sign off) of engine installation must be done by representatives of the engine manufacturer.

## **19.0 TRANSMISSION**

- 19.1 A suitable, easily maintainable transmission must be provided to drive the vehicle(s) at both high and crawling speeds, continuously in both directions.
- 19.2 Approval (sign off) of transmission installation must be done by representatives of the transmission manufacturer.

## **20.0 FUEL SYSTEM**

- 20.1 A fuel tank must be provided, having sufficient capacity for the vehicle operating range specified in clause 6.2 and driving the auxiliary systems. No diesel fumes may enter the passenger compartment.
- 20.2 Fuel filters suitable for the engine capacity, must be fitted.
- 20.3 A fuel / water separator, with warning light in the cab to alert the driver when the system needs draining, must be fitted in the fuel system.

## **21.0 WHEEL SETS**

- 21.1 The distance between wheel flanges must be 988 ±2mm.
- 21.2 The “tyre” profile of the wheels must be according to the latest drawing of wheeltread MTV.173, as shown in Appendix F.
- 21.3 The axles and wheels must be ultrasonically tested before assembly and test certificates must be submitted by the contractor. It shall be possible to positively associate individual certificates with particular wheelsets and axles.
- 21.4 The resistance between the wheels of an axle must not be greater than 0,05 ohms so as to operate the track circuits of the signalling system.

## **22.0 SUSPENSION**

- 22.1 Suitable automatic suspension locking device(s) must be provided for stabilising the vehicle when the platform and / or crane or “cherry picker” are in use over their full operational range and capacity while the vehicle is standing / crawling on a track, even with a cant of 100mm. Locking of axles must be such that all wheels will stay in contact with the rails in the event of twist in the track.

## **23 BRAKES**

- 23.1 The brake pneumatic system must be isolated from other pneumatic systems on the vehicle.
- 23.2 Service and emergency brake action must be provided on all wheels. Service brakes should be air-operated to give a brake efficiency of not less than 12,5%G. The emergency brake should be able to give a brake efficiency of not less than 6,5%G.
- 23.3 A system must be provided to charge the vehicle’s air-brake system from a towing vehicle. The connector must match the standard Transnet equipment.
- 23.4 The mechanical parking brake must operate on all wheels and must be capable of holding the vehicle at an incline of at least 1:25.
- 23.5 The emergency brake must be controlled from the driver’s panel, the control panel on the elevating platform and from the aerial basket / “cherry picker”.

## **24.0 EXHAUST SYSTEM**

- 24.1 The exhaust system must prevent recirculation.
- 24.2 The exhaust system must prevent fumes from entering the cab.
- 24.3 It must be possible to discharge exhaust gases at either end of the vehicle, close to ground level.
- 24.4 A system to condition the exhaust fumes to ensure a healthy and safe environment for staff, when working under confined conditions (such as in tunnels), must be provided.

## **25.0 STORAGE AND TOOL BOXES**

- 25.1 Two hatch type tool trays to be provided on elevating platform top, 500 x 300 x 200mm deep.
- 25.2 A lockable weatherproof cupboard manufactured from sheet metal, must be provided on the open deck of the vehicle. The cupboard will contain:
  - 25.2.1 One box, 1 800mm long x 1 800mm wide x 300mm deep, to hold electrical conductors in roll diameters of between 1 600mm and 1 800mm (contact wire), 1 200mm and 1 500mm (catenary wire) and between 800mm and 1 400mm for other conductors.
  - 25.2.2 Eighteen boxes, each 300mm long x 300mm high x 750mm deep and four boxes, 900mm long x 300mm high x 750mm deep, of the pigeon hole type.
  - 25.2.3 One box 1 800mm long x 300mm high x 750mm deep.
- 25.3 Secure storage space for the aerial basket (if supplied) must be provided on the deck of the vehicle for when the basket is not in use.
- 25.4 If required, storage space must be provided on one side to carry a 1000kg mast of dimensions 300mm x 500mm x 10 500mm long.

## **26.0 SAFETY COMPLIANCE**

- 26.1 The vehicle must comply with the Machinery and Occupational Safety Act (Act 85 of 1993), as well as Transnet's safety instructions, where applicable.
- 26.2 Weatherproof safety notices indicating safe working loads, must be mounted on all the equipment where appropriate.
- 26.3 Safe operating instructions and daily inspections to be carried out by the driver of the vehicle before trips are undertaken, must be mounted on the inside of the cab.
- 26.4 Clear instructions regarding all precautions to be taken before the vehicle is towed, as well as maximum towing speed and distance, must be mounted in the cab.
- 26.5 All hydraulic equipment and movable sections must be fitted with mechanical locks, for use in travelling mode.

## **27.0 QUALITY ASSURANCE**

- 27.1 All processes for the manufacture and assembly of the product components, must be subjected to a Quality Assurance System.
- 27.2 The tenderer will assume full responsibility for assuring that the products purchased, meet the requirements of Transnet for function and performance, including purchased products from sub-contractors.
- 27.3 The onus is on the manufacturer to prove the effectiveness of their system to Transnet.
- 27.4 SABS ISO 9000 to 9004 inclusive (SABS 0157 Parts 1 to 4) must be regarded as a guideline, where applicable.
- 27.5 The manufacturer must provide a description of the system employed to ensure that the above requirements will be met.
- 27.6 The following must accompany the description:
- 27.6.1 An organisational structure diagram highlighting the quality assurance function.
- 27.6.2 All inspection sheets and checklists in use.
- 27.7 The manufacturer must give detailed clarification regarding the quality assurance system when required.
- 27.8 The manufacturer must allow Transnet officials to carry out random audits of the system, without any prior warning.
- 27.9 The tenderer must ensure accessibility to all sub-contractors for audit purposes.

## **28.0 PAINTING**

- 28.1 The vehicle and all its equipment must be thoroughly treated against rust and painted to provide a pleasant working environment. Paint colours must be negotiated between the Contractor and the Client.
- 28.2 Mechanical locks on hydraulic equipment must be painted red.
- 28.3 Chevron boards must be mounted on both ends of vehicle.

## **29.0 FURTHER REQUIREMENTS**

- 29.1 Flexible rail sweepers must be fitted at both ends of the vehicle. (See clause 5.10.)
- 29.2 A cow catcher must be fitted at both ends of the vehicle.
- 29.3 A marker bracket (for train tokens) must be fitted at each end of the vehicle.
- 29.4 An emergency back-up system must be supplied for use in the event of a total failure of the main power source.

- 29.4.1 The back-up system must make it possible to retract all systems to allow towing.
- 29.5 A suitable Engineer's vice must be supplied and fitted somewhere in a suitable position on the vehicle.
- 29.6 Noise levels in the working area must be less than 85dB (A).
- 30.0 DOCUMENTATION**
- 30.1 A complete maintenance manual and spare parts list must be available on the vehicle.
- 30.2 A complete operator's instruction manual must be available on the vehicle.

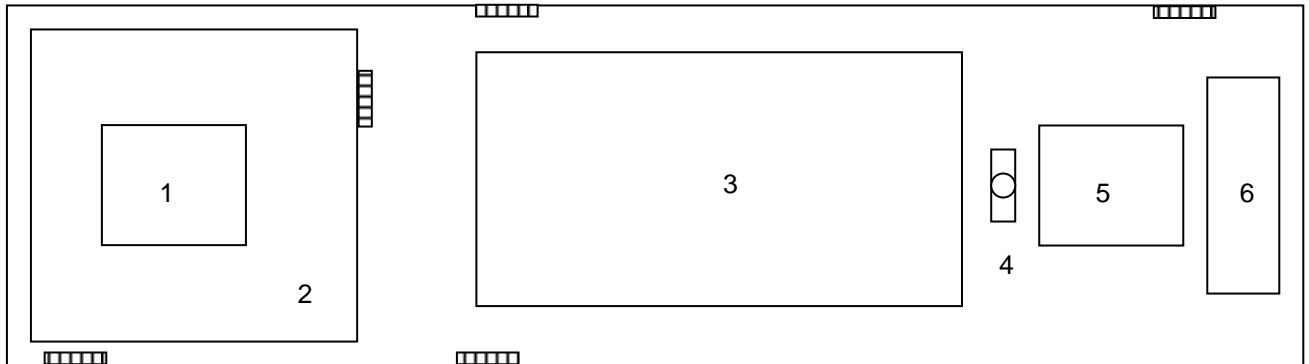
## **SCHEDULE OF REQUIREMENTS FOR HEAVY O.H.T.E. MAINTENANCE VEHICLES**

NOTE: The clause numbers in this schedule correspond with those of the preceding specification (i.e. Annexure 3).

<b>Clause number</b>	<b>Description</b>	<b>Required</b>
6.2	The operating range required:	<b>600 km</b>
6.3	The governing incline encountered:	<b>1 : 40</b>
6.3	The speed the vehicle must be able to maintain up the incline above:	<b>50 km/h</b>
7.0	Elevating Platform:	<b>Yes</b>
8.0	Hydraulic Crane:	No
8.3	The lifting capacity required (t.m):	N/A
9.0	Dual Purpose Crane:	<b>Yes</b>
9.3	The lifting capacity required of dual purpose crane (t.m):	<b>7,5 t.m.</b>
10.0	"Cherry Picker":	No
11.0	Catenary Support Mast:	<b>Yes</b>
12.0	Off-Tracking Equipment:	<b>Yes</b>
13.0	Air Supply for Pneumatic Tools:	<b>Yes</b>
14.0	High Pressure Washing Equipment:	<b>Yes</b>
14.5	High Pressure Hose length:	<b>10 m</b>
15.1	Number of persons seating accommodation is required for (6 minimum and driver included):	<b>6</b>
15.1	Number of the people specified above to be seated in the elevated inspection position:	<b>2</b>
27.4	Storage space for one mast:	No



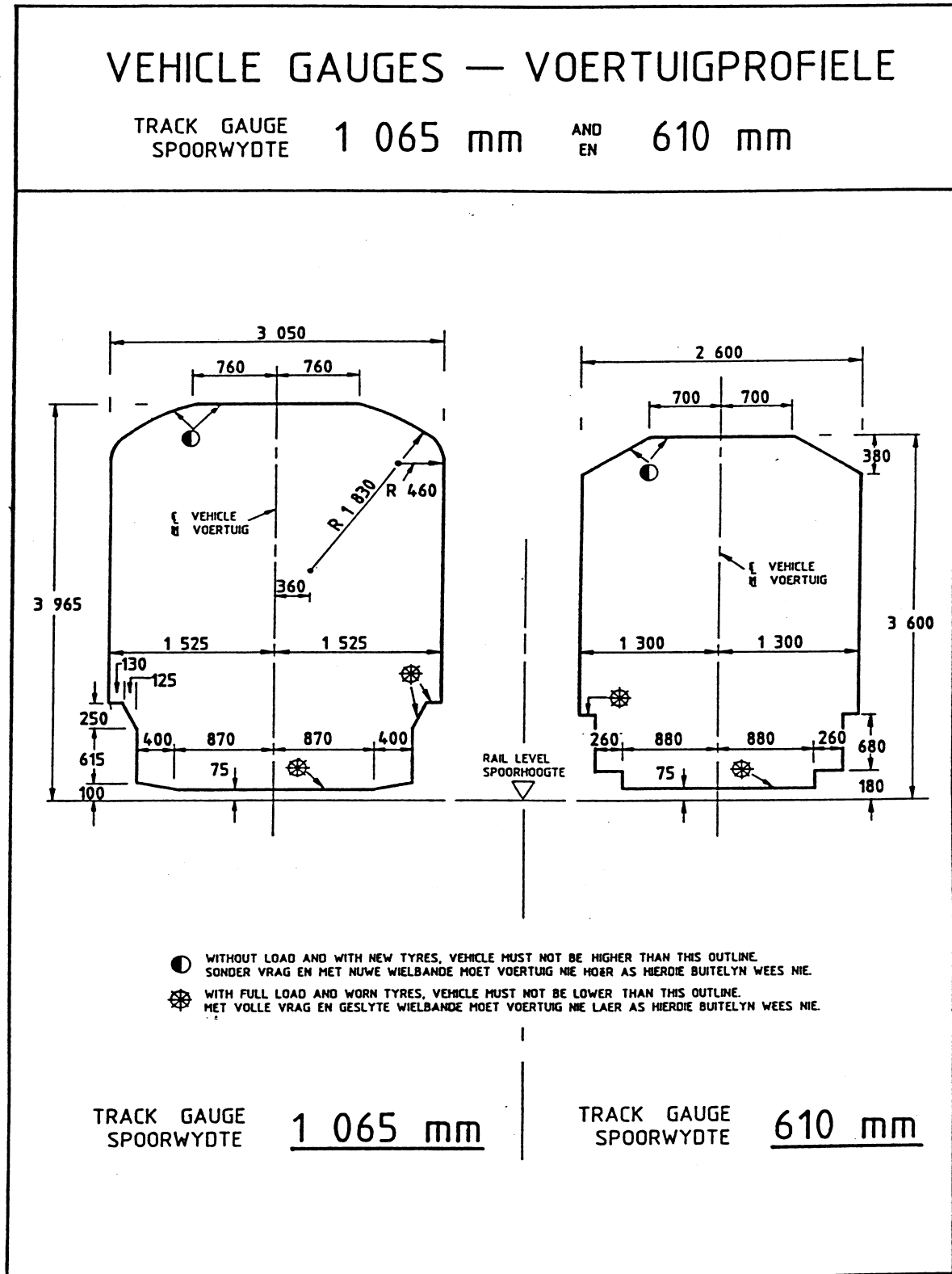
## APPENDIX A



- 1 Earthing pantograph
- 2 Cab
- 3 Elevating platform
- 4 Catenary support mast
- 5 Measuring pantograph
- 6 Crane

 Door / gate

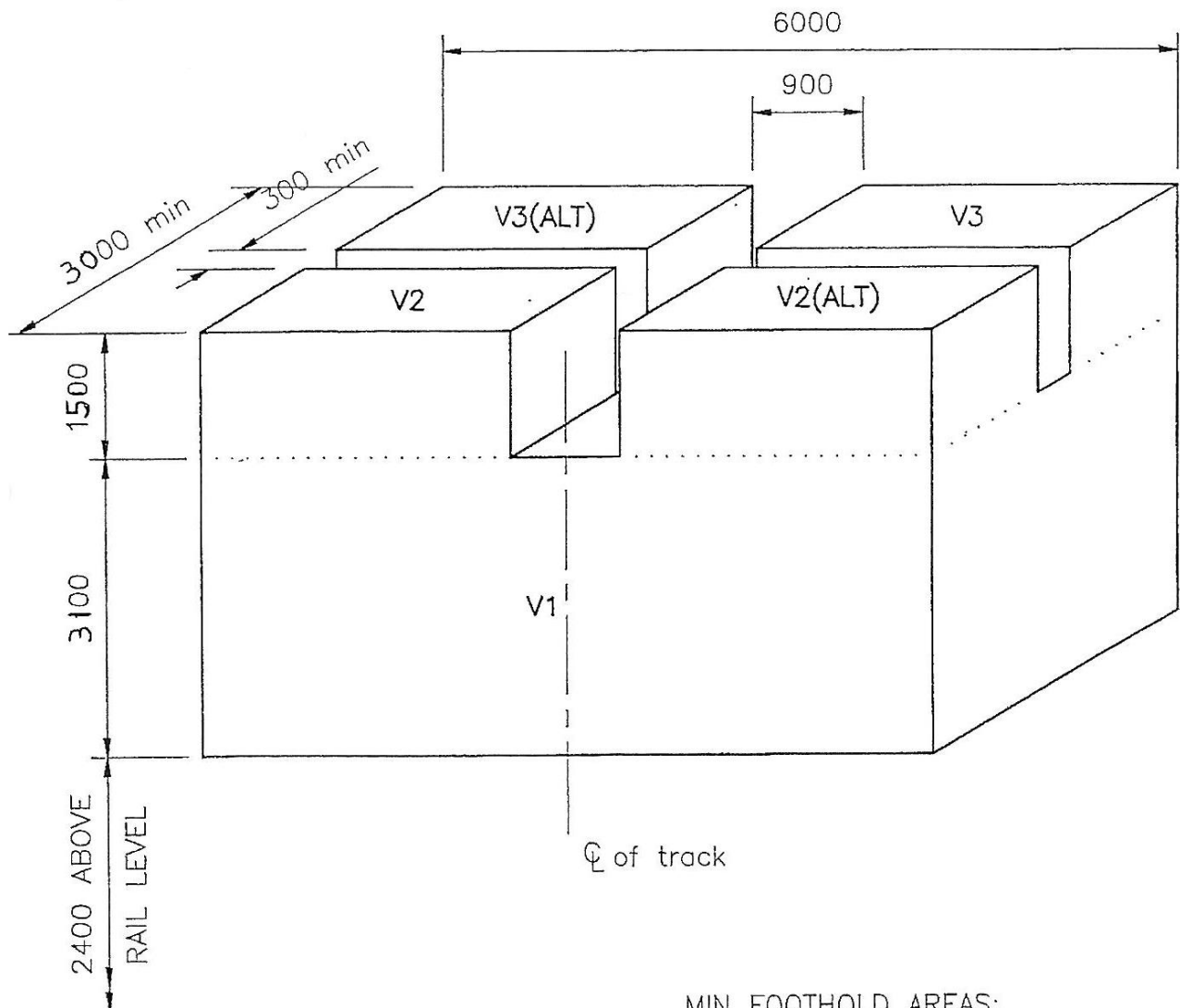
## APPENDIX B



BE 82-15  
FILE/LEER 19/11/42/3  
AHEAD/AFSIG

## APPENDIX C

NOTE:  
HEIGHTS SHOWN REFER  
TO FOOTHOLD SURFACES



MIN FOOTHOLD AREAS:  
VOLUME V1 = 3000min x 2300  
VOLUME V2,V3 = 1000 x 600

## APPENDIX D/1

From: MTV HEAD OFFICE

date: 15 August 1995

to: ELECTRIC'S HEAD OFFICE  
Att.: Dawie Kruger & Jan Swiegers

Dear Sirs.

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### Interchangeability of crane and cherry picker

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During previous discussions between MTV and ELECTRICS, MTV advised that both a crane and a "cherry picker" should be situated on the vehicle and that it should not be interchangeable. This recommendation was based on the MACHINERY AND OCCUPATIONAL SAFETY ACT OF 1985, regulation 18, paragraph 5 which reads as follows:

"The user shall cause the whole installation and all working parts of every lifting machine to be thoroughly examined and subjected to a performance test, as prescribed by the standard to which the lifting machine was manufactured, by a person who has knowledge and experience of the erection and maintenance of the type of lifting machine involved or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices, before they are put into use following every time they are dismantled and re-erected, and thereafter at intervals not exceeding 12 months: Provided that in the absence of such prescribed performance test the whole installation of the lifting machine shall be tested with 110% of the rated mass load, applied over the complete lifting range of such machine and in such manner that every part of the installation is stressed accordingly."

According to the above, a performance test (overload test), executed by a competent person, is required every time the cradle is interchanged with the hook. After discussing this issue with Larry Kloppenborg (Occupational Safety, Department of Labour), the following allowance was made:

The performance test may be omitted after the hook has been interchanged with the cradle or *vice versa* subject to:

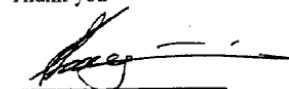
- The cradle and hook are connected to the rest of the hydraulic arm through a quick disconnect coupling.
- Connecting and disconnecting of the cradle or hook does not require any adjustment and/or alteration to the rest of the hydraulic system.
- The interchange is done by a competent person as described in regulation 18, paragraph 5 of the MACHINERY AND OCCUPATIONAL SAFETY ACT.

The above has not yet been confirmed in writing, but as soon as such a document is received, it will be forwarded to your office.

We regret such an amendment at this late stage, but sincerely hope that this aspect can still be renegotiated with the relevant tenderers for the Bloemfontein vehicle.

Due to the discussion with Mr Kloppenborg, the request for an interchangeable crane and cherry picker on the Empangeni vehicle, will be incorporated in the MTV specification.

Thank you



Stedrick Saayman  
Engineer  
MTV

## APPENDIX D/2

Stedrick Saayman, M.T.V.  
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1995

Faksnommer  
Fax number (011) 773-3002

Datum  
Date 17 August,

Aan faksnommer  
To fax number (011) 326-2549

Gerig aan  
Addressed to Department of Labour - Occupational Safety

Vir aandag  
For attention Larry Kloppenborg

Van  
From Spoornet MTV

Getal bladsye insluitend hierdie bladsy  
Number of pages including this page 2

Verwysing  
Reference Phone call 15/08/95

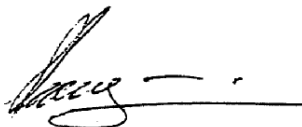
Boodskap  
Message

### HEADING: Interchangeable lifting equipment

Body Text

Attached please find a letter addressed to Electric's Head Office. This letter was drafted after a discussion between yourself and Mr A. Haasbroek. Would you please confirm, in writing, the omission of a performance test under the conditions stressed in the attached letter.

Thanking you in advance

A handwritten signature in black ink, appearing to read "Stedrick Saayman".

Stedrick Saayman  
Engineer

## APPENDIX D/3

REPUBLIC OF SOUTH AFRICA  
DEPARTMENT OF LABOUR  
CHIEF DIRECTOR: Occupational Safety  
TEL: (011) 522-4457 Faks: Fax: (011) 522-0346



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TRANSNET LIMITED  
SPOORNET: SENIOR ENGINEER  
INFRASTRUCTURE (MTV)  
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2000

Navrac • Enquiries: L. Kloppenberg  
Bylyn • Extension:  
Verwysing • Refere: 44

34/2/6/2/18

25 August 1995

Attention: Mr S. Saayman

Fax: (011) 773 3002

### OCCUPATIONAL HEALTH AND SAFETY ACT, 1995 LIFTING MACHINE INSPECTION AND TESTING

Concerning your facsimile dated 17 August 1995 regarding confirmation of a discussion with your Mr A. Haasbroek, into the requirements for load testing of lifting machines.

The references made in your letter dated 15 August 1995 addressed to "ELECTRIC'S HEAD OFFICE" are in principle correct.

For clarity purposes, the OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 has a number of regulation groups attached to the Act. Of which, regulation 18 of the DRIVEN MACHINERY REGULATIONS addresses the use of Lifting Machines (cranes, cherry pickers et cetra). Sub-regulation 5 addresses the inspection and testing frequency of lifting machines and special inspection and testing occasions. The "dismantling and re-erection" referred too in the sub-regulation is applicable when the whole lifting machine is dismantled and re-erected.

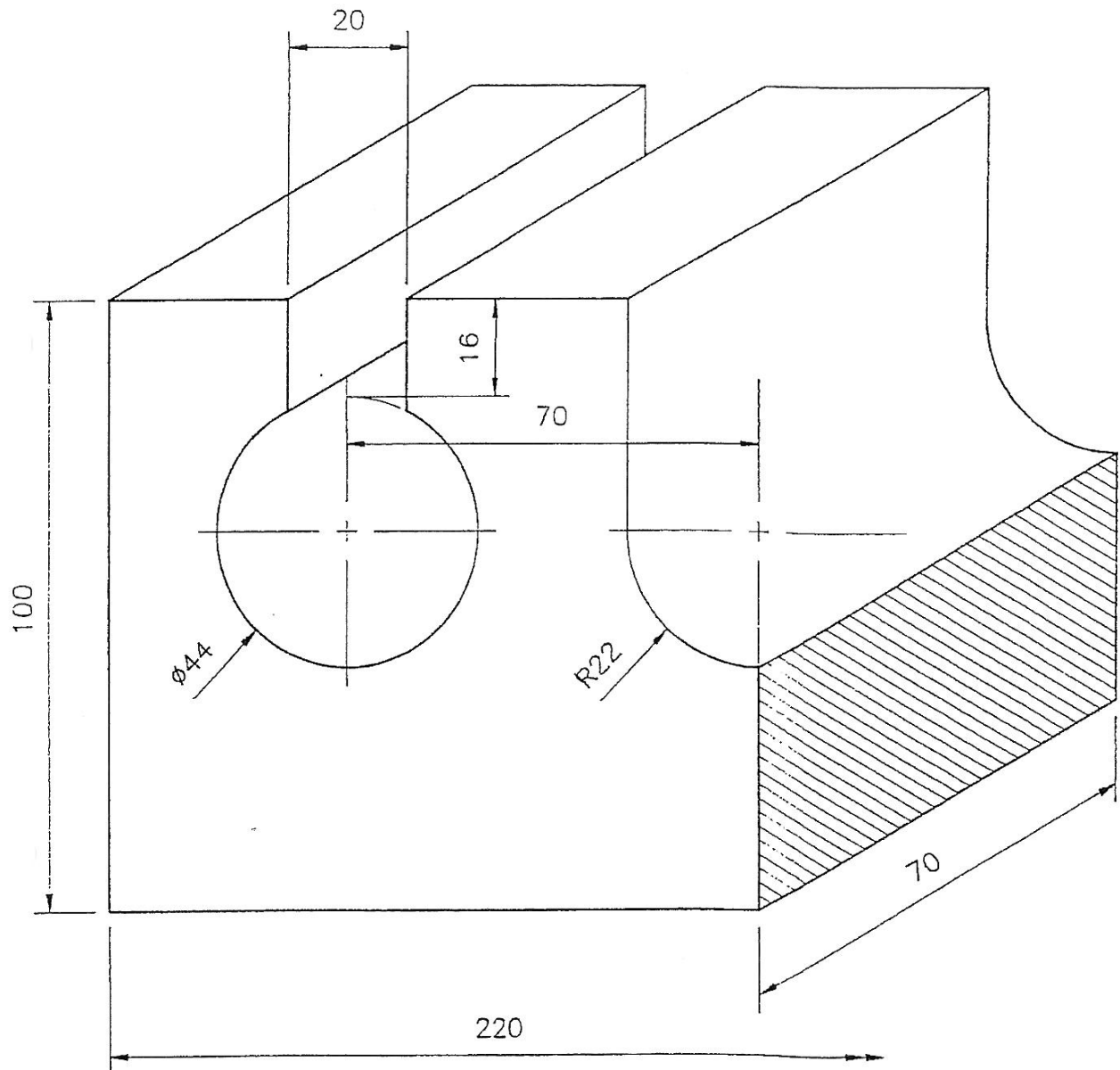
The connecting and disconnecting of lifting tackle (spreaders, cradles, attachment hooks et cetra) does not constitute the "dismantling and re-erection" of the lifting machine and therefore does not fall into the requirements of the Driven Machinery Regulation 18 (5).

Should you require any further assistance or information please contact the writer.

Your faithfully

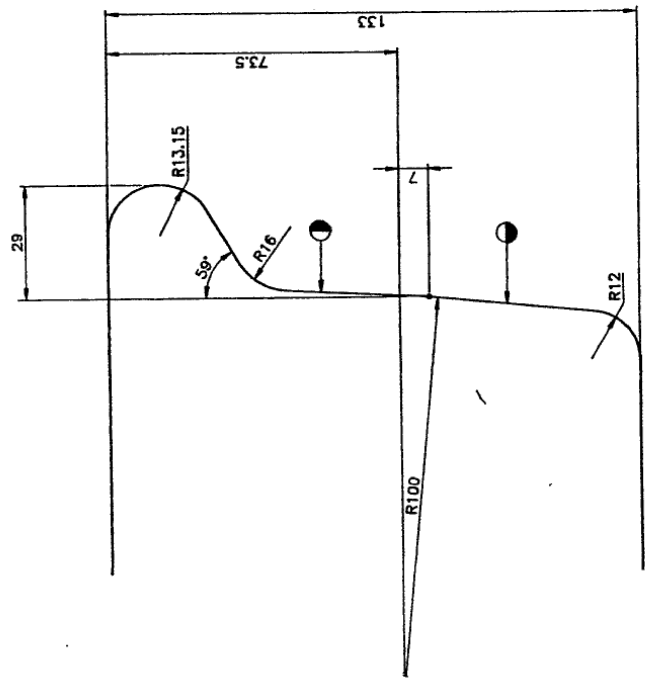
For Chief Inspector

## APPENDIX E




DESIRED SHAPE OF NOTCHES

APPENDIX F



● 1 : 20 INCLINE  
● 1 : 10 INCLINE

NOTE:  
SAME AS DRAWING CME 69-000438-130/C DATED 1990-08-04

ITEM	DESCRIPTION , MATERIAL OR ITEM DRAWING No.	STORES ITEM No.	QTY
	 <b>SPOORNET</b>	<b>INFRASTRUCTURE ( MTV ) JOHANNESBURG</b>	
<b>TROLLEY WHEEL PROFILE</b>			
DRAWN CJM	DATE 95.06	SCALE APPROVED	FILE REFERENCE No.
			No. <b>MTV</b> <b>173</b>
			AMENDMENT



<b>SECTION</b>	<b>CONTENTS</b>
1.0	SCOPE
2.0	SERVICE CONDITIONS
3.0	TECHNICAL REQUIREMENTS

## **1.0 SCOPE**

- 1.1 This specification covers the Electrical requirements for a hired, heavy class self-propelled on-track inspection and maintenance vehicle, to be used on overhead electrical equipment of 3kV DC, 25 kV and 50kV AC.

## **2.0 SERVICE CONDITIONS**

The vehicle will be required to operate under the following environmental conditions:

- 2.1 Altitude: 0 - 1800m above sea level.
- 2.2 Ambient temperature: Minus 5 degrees Celsius to plus 45 degrees Celsius.
- 2.3 Relative humidity: 10 percent to 90 percent.
- 2.4 Lightning conditions: 11 flashes per square km per annum.
- 2.5 Contact wire heights: 4,2m to 6,2m above rail level.

## **3.0 TECHNICAL REQUIREMENTS**

### **3.1 VEHICLE ELECTRICAL SYSTEM:**

- 3.1.1 The vehicle battery shall be mounted in a well-ventilated housing. (Not inside the cab.)

### **3.2 ELECTRICAL POWER REQUIREMENTS:**

- 3.2.1 A 50Hz supply of 220V AC with a minimum capacity of 6,5kVA shall be provided.
- 3.2.2 Two 220V, 50Hz watertight welding socket outlets, each with a 30 Amp capacity, shall be provided, one on each side of the vehicle deck. (Only one in use at any one time.)
- 3.2.3 Two 220V, 50Hz socket outlets with a total capacity of 20Amp, shall be installed in a suitable position inside the cab.
- 3.2.4 For the purpose of operating small power tools, one 220V, 50Hz watertight socket outlet, with a capacity of 20 Amp, shall be installed on each working platform of the vehicle including the aerial basket / "cherry picker", as well as one at the crane end of the vehicle. (Only one in use at any one time.)
- 3.2.5 For the purpose of operating hand held leadlights, one V DC watertight socket outlet with a capacity of 5 Amp, shall be provided on each working platform and in the aerial basket / "cherry picker".

### **3.3 LIGHTING:**

- 3.3.1 For the purpose of general night and tunnel work, two separately switched, weatherproof high pressure sodium floodlights, each rated at 70 Watt, shall be mounted as high as possible in the side handrails of the main elevating platform and aimed upwards (adjustable) to illuminate the overhead track equipment. Lenses of luminaires to be

manufactured from clear polycarbonate or similar tough and shatter-proof material. Mounting must be on opposite sides of the platform and shall not cause an obstruction to staff working on the platform. Glare shall be reduced to a minimum.

- 3.3.2 One separately switched, weatherproof high pressure sodium floodlight rated at 70 Watt, shall be mounted as high as possible in the handrails of each working platform of the vehicle other than the main elevating platform and aimed upwards (adjustable) to illuminate the area above the platform. Lenses of luminaires to be manufactured from clear polycarbonate or similar tough and shatter-proof material. Mounting shall not cause an obstruction to staff working on the platform/s. Glare shall be reduced to a minimum.
- 3.3.3 Four V headlights for night driving (minimum 75 Watt Halogen) shall be mounted on the vehicle, two at each end. Pairs of headlights (front and rear) shall be switched separately. Pairs of headlights shall have a dipping facility, e.g. the driver must be able to select "high" or "low" beam as required.
- 3.3.4 Four V red tail-lights shall be mounted on the vehicle, two at each end.
- 3.3.5 The head- and tail lights of the vehicle shall be switched in such a way that, whichever pair of headlights is selected by the driver, will automatically cause the pair of tail-lights on the opposite end of the vehicle to light up.
- 3.3.6 One V spotlight (55 Watt Halogen) shall be provided on the cab. It shall be in such a position that it can be aimed at the measuring pantograph from inside the cab. The spotlight shall be separately switched, shall be fully adjustable and shall be capable of swivelling through 360 degrees.
- 3.3.7 At least two fully-enclosed fluorescent luminaires (cab lights) with an adequate light output, shall be mounted on the inside of the cab roof of the vehicle. These lights shall be separately switched.

### **3.4 EARTHING PANTOGRAPHS**

- 3.4.1 The vehicle shall be equipped with two earthing pantographs. The pan of the pantograph at the non-cab end shall be mounted directly above a set of rail wheels or the centre of a bogie, to double as basic measuring pantograph. The other pantograph shall be mounted at the opposite (cab) end of the vehicle, preferably also above a set of rail wheels. They will only be activated when the vehicle is in crawling mode, i.e. at speeds varying between 0 and 10km/h.
- 3.4.1.1 Single-arm pantographs similar to those used on locomotives, are preferred. They must be calibrated to exert an upward force of  $80N \pm 10\%$  on the contact wire. This force shall stay constant throughout the range of contact wire heights (see clause 4.5) and shall also not vary by more than 10% during sloping up or down of the contact wire when the vehicle is travelling at a speed of up to 15km/h.
- 3.4.2 Both pantographs on the vehicle must be provided with both curved carbon (AC) pans as well as straight copper (DC) pans. Suitable storage space or brackets must be provided to allow the 2 pans not in use at a particular moment, to be securely carried on the vehicle at all times. The respective mass of the 2 types of pans must be equalised by attaching extra weights to the pans with lower mass (normally the AC pans), thus avoiding the need to adjust the pantograph tension springs each time the pans are exchanged.
- 3.4.3 Both the AC and DC pans of the basic measuring / earthing pantograph must be provided with a suitable scale on one side, so that contact wire stagger up to 500mm to the left or right of vehicle centre line, can be read off directly. (Vehicle centre line must also be track centre line on tangent track). The scales must have clear graduations every 10mm with figures every 100mm, arranged around a centre zero, i.e. 5-4-3-2-1-0-1-2-3-4-5. They must be legible from the elevating platform or cherry picker cradle. Black lettering on a white background is preferred.
- 3.4.4 The basic measuring / earthing pantograph must also be provided with a mechanical pointer to indicate contact wire height above rail. It must have clear graduations every 10mm over the full range of contact wire heights stipulated in clause 3.0, with figures every 100mm (e.g. 42-43-44-.....60-61-62) and red marks at 4,22m, 4,5m and 6,0m. It must be legible from the elevating platform or cherry picker cradle. Alternatively a digital height display may be provided for alternate use on the elevating platform and crane cradle.
- 3.4.5 Both the earthing pantograph frames shall be mounted directly onto the vehicle chassis (without insulation) and the current collectors must be connected directly to vehicle chassis via flexible copper cables / braiding with a total cross-sectional area of at least 70mm<sup>2</sup>.
- 3.4.6 In the event of engine or system failure, spring pressure shall cause the earthing pantographs to stay up against the contact wire if they were up at the instant of failure. A lock-down system to ensure safe travelling under live Overhead conductors, shall be provided if necessary.
- 3.4.7 The two earthing pantographs shall be separately controlled from the driver's position by means of spring-loaded key switches and pushbutton switches. The earthing pantographs must only be activated by using two hands simultaneously to operate these switches. Dropping the earthing pantographs, shall require a similar two-hand operation. It shall only be possible to remove the key from the key switch in the centre-OFF position.

- 3.4.8 A manual override facility which is lockable in the OFF position by means of a removable key, must be provided at the driver's position of the vehicle, so that the elevating platform, cherry picker and catenary support mast may be operated without the earthing pantographs being in contact with the contact wire, for special conditions or operations.
- 3.4.9 The maximum height of both the earthing pantographs shall not exceed 3,965m above rail level when fully lowered.
- 3.4.10 An air-pipeline connection from the vehicle auxiliary system shall be provided for raising and lowering the pantograph.

### **3.5 WARNING DEVICES**

- 3.5.1 An amber revolving light shall be mounted on the cab roof or other suitable position on the vehicle and shall be visible from all sides.
- 3.5.2 A suitable warning horn which shall be clearly audible at 300 metres, shall be provided. The air-horn type used on Spoornet's electrical locomotives, is preferred.
- 3.5.3 A suitable siren must also be provided, to warn staff against approaching trains.

### **3.6 VEHICLE EARTHING**

- 3.6.1 The vehicle chassis shall be earthed to the rail by means of flexible copper cables with a total cross-sectional area of at least 70 square mm, which shall be connected to sturdy earth brushes on two of the vehicle axles, but not on the same bogie. These brushes must have at least the same current carrying capacity as the copper cables.
- 3.6.2 Cab, elevating platform/s, catenary support mast and crane/"cherry picker", shall have flexible copper cables with a total cross-sectional area of at least 70 square mm connected across all hinges and joints in the frames and down to vehicle chassis.
- 3.6.3 A connection point for portable earthing cables must be provided in a suitable position on the elevating platform or "cherry picker" cradle. This facility shall consist of a 200mm length of approximately 50mm X 10mm unpainted copper bar, provided with two Ø14mm holes for clamping or bolting of earth cables. This connection point must make solid electrical contact with the platform or cradle framework. A flexible copper cable of at least 70 square mm shall be connected between this point and vehicle chassis.
- 3.6.4 All earthing connections must be made between clean metal surfaces. Vibration-resistant fasteners must be used wherever possible. A suitable jointing compound to prevent oxidation and ingress of moisture, must be applied in all earthing joints.

**END**

# TRANSNET HEALTH AND SAFETY COMPLIANCE SPECIFICATIONS FOR CONTRACTORS

<b>CONTRACT NAME:</b>	Maintenance of Railway Track with Overhead Track Equipment (Heavy)	
<b>CONTRACT NUMBER:</b>		
<b>CONTRACT SCOPE:</b>	<p>Supply, Operate and Maintain of the machines, provide a full-time Operator on each machine and all maintenance services, repairs, spares, consumables, fuel, technical support, statutory safety-related inspections, certification of elevating devices and compliance with relevant Transnet codes.</p> <p>5 Heavy Class OHTE Machines, with a minimum guaranteed quantities of 2 400 hrs</p> <p>Main facilities on each machine are two independent two-man aerial work platforms, a crane, a catenary support mast, all hydraulically operated, material storage space and a staff cabin.</p>	
<b>CONTRACT LOCATION:</b>	Countrywide and neighbouring	
<b>CONTRACT DURATION:</b>	24 Months	
<b>CONTRACT MANAGER:</b>	Nozipho Hadebe	
<b>TFR CONTRACT REPRESENTATIVE / TECHNICAL OFFICER:</b>	Lungani Mpungose	
<b>SHE SPECIFICATION APPROVAL</b>		
	<b>NAME:</b>	<b>SIGNATURE:</b>
<b>TFR CONTRACT MANAGER / CONTRACT REPRESENTATIVE</b>	Nozipho Hadebe	  ..... <b>DATE:</b>
<b>RISKSPECIALIST/ MANAGER</b>	Elekanyani Phundulu	  ..... <b>DATE:</b>
<b>CHS AGENT / SAFETY SPECIALIST / MANAGER</b>	Kedibone Moselane	  ..... <b>DATE:</b>

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## 1. Purpose

This specification 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 contracts as required by Occupational Health and Safety Act 85 of 1993, Construction Regulation of 2014, National Railway Safety Regulator Act 16 of 2000 (including applicable SANS standards and Transnet Contractor Management Procedure).

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 has been compiled to cover a wide range of construction/ work activities. 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 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 provides the minimum site specific specification requirements.

## 2. Scope

This Specification applies to all work sites, and to all persons working on or visiting the Transnet managed work sites. 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.

**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**

A person (typically a Project employee or an employee of the client) who has been authorised (in writing) by the Transnet Contract Manager 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.

**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 (includes Principal Contractor)

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

**Contract Manager**

Transnet employee appointed to liaise with the contractor to ensure that the specifications of the contract are met (with special emphasis on safety, technical specifications, inspection of quality and quantity of work). It includes a Technical Officer, Depot Engineering Manager, Engineering Technician, Engineer, Maintenance Supervisor's etc

**Competent Person**

A person who has in respect of the work or task to be performed the required knowledge, training, experience and qualification (as per Construction Regulation, 2014).

**Confined Space**

An enclosed, restricted or limited space in which because of its construction, location or contents, or any work activity carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit sewer, container, valve, pump, sump, or similar construction, equipment, machinery or object in which a dangerous concentration of gas, vapour, dust or fumes may be present.

**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 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.

**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).

**Rail Road Vehicle**

Means a vehicle that can travel on rail and road

**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).

**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 Transnet Contract Manager 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.

### **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).

### **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.

### **Occupational Health Practitioner**

An occupational medicine practitioner or a person who holds a qualification in occupational health recognised as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act 50 of 1978)

### **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.

### **Risk Assessment**

A process of evaluating the risk arising from a hazard, taking into account 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

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,

## **5. SHE Management Plan**

The contractor must prepare, implement and maintain a contract-specific SHE Management Plan. The plan must be based on the requirements set out in this specification, risk assessment 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 must, as a minimum, include the following:

A copy of the contractor's Health and Safety Policy;

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 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 SHE Management Plan must be forwarded, to the Transnet Contract Manager 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.

Any proposed amendments or revisions to the contractor’s SHE Management Plan must be submitted to the TFR Contract Manager for acceptance.

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 SHE 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) and SANS 3000-1:2016.

The policy must be signed and dated, and must be reviewed annually. The policy must commit to:

Compliance with all applicable legal requirements;

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 with regard to 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.

A copy of the policy must be displayed.

## **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 legislation.

### **7.1 Baseline Risk Assessments**

- 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 work site(s) as required by legislation and Transnet Contractor Management Procedure. The baseline risk assessment shall be used to develop this specification.

### **7.2 Task-Based Risk Assessments**

- The contractor must ensure that effective procedures and risk assessment processes are in place to control hazards and to mitigate risks to levels that are as low as is reasonably practicable.
- The contractor must carry out detailed project-specific Task-Based Risk Assessments which must be facilitated by a competent person who has been appointed in writing. 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.

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;
- Legislative changes; and
- Following an incident.

### **7.3 Pre-Task Hazard Assessments**

A pre-task hazard assessment must be completed before commencement of a task or whenever a change is identified while carrying out an activity. Before carrying out the particular 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. 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.

## **8. Legal and Other Requirements**

The Contractor must comply with the requirements of all applicable legislation as well as Transnet and contract-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.

The Contractor shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act, 1993 (Act No. 130 of 1993) for his company and each of his sub-contractors'.

No contractor may do any work for TFR without a valid letter of good standing. The Contractor must ensure that the Letter of Good Standing remains valid for the duration of the contract period. The letter of good standing must reflect the name of the Contractor and/or Sub-contractor, registration number and, expiry date

## **9. Objectives**

In order to drive continual improvement, the contractor must set contract-specific and measurable objectives, and develop improvement action plans to achieve these objectives. These objectives must be aligned with the objectives set for the contract as a whole.

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 improvement action plans must specify adequate resources required to achieve the objectives, the person’s responsible, and realistic timeframes for completion.

The objectives and associated improvement action plans must be documented and communicated to all contractor employees. Furthermore, to ensure that the objectives remain relevant, they must be reviewed on a yearly basis and whenever significant change has taken place (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 in order to maximise financial reward.

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

An organogram specific to the contract must be documented and maintained. All roles that carry health and safety accountability and / or responsibilities must be included, and all individuals that carry health and safety appointments must be clearly identified and appointed in writing. Documented proof of each appointment must be retained.

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. 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, including the duty of ensuring occupational health and safety compliance.

The appointed Construction Manager may not manage any work on or in any site other than the site in respect of which he or she has been appointed.

The 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.

### **10.2 Contractor Health and Safety Officers**

The contractor must appoint a full-time Construction 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 Construction Health and Safety Officer shall have sound knowledge of the Occupational Health and Safety Act and its regulations, SANS 3000-1:2016, National Environmental Management Act, and associate environmental requirements such as Waste and Water Acts and Hazard Identification and Risk Management processes.

The contractor must ensure that each Construction Health and Safety Officer is adequately equipped to enable him to perform his duties effectively.

### **10.3 Contractor Supervisors**

The contractor must ensure that all works are supervised at all times by an adequate number of qualified, competent and appointed supervisors who have experience in the type of work being carried out.

No work may be carried out without an appointed supervisor being physically present in the work area and daily safety task instruction. The Construction Supervisor appointed may not supervise any work on or in any site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under on all the relevant sites, the appointed construction supervisor may supervise more than one site.

Each supervisor must accept these responsibilities in writing as part of his appointment and must be provided with all the necessary equipment to enable him/her to perform his responsibilities.

The contractor must, upon having considered the size of the work to be performed, 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

### **10.4 Health and Safety Representatives**

The team of employees on site must have a health and safety representative deployed on the work 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 a 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 method of identification of each Health and Safety Representative by employees on site.

### **10.5 First Aiders**

The Contractor shall ensure that their employees receive prompt first aid treatment in case of injury or emergency. The Contractor must have the necessary equipment and/or facility on site for treatment of injured persons.

If 10 or more employees are deployed on the work site(s), at least one trained and competent First Aider must be in place 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 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 method of identification of each First Aider by employees.

### **10.6 Duties of Client**

Transnet shall perform the duties of a client/operator as per the Construction Regulations of 2014, National Safety Regulator Act 16, SANS 3000-1:2016 and Transnet Contractor Management Procedure.

Transnet shall appoint a Construction Health and Safety Agent who is registered with the SACPCMP who shall ensure that the duties of Transnet as the client as per Construction Regulation 5 are performed and complied with. The Construction Health and Safety Agent, must be involved in all stages of contract management and take charge of all the health and safety related matters on behalf of Transnet.

#### **10.7 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 varies based on the scope of work;

- 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
- 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. Cost of health and safety**

The Contractor shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer. The Contractor shall ensure that its subcontractors have made adequate provision for the cost of health and safety measures in the tender offer.

#### **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.

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 scope of work.

Roles requiring technical certification, registration or licensing are identified and documented, and these roles are filled only by suitably qualified personnel;

All employees hold and maintain the required competencies and are under competent supervision. Refresher training is carried out as required. Records of education, qualifications, training, experience and competency assessments are maintained on site for all employees. 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 contract 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 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 all identified training as per training matrix takes place.

A contractor must at all times keep on his or her work 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;.

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 ensure that the training institutions and trainers that are used are appropriately registered with a governing authority. Foreign qualifications held by employees in health and safety critical roles must be verified against the requirements of local legislation.

## **Induction Training**

Each employee must attend all mandatory induction Training applicable to the work activities and Health and safety induction training pertaining to the hazards prevalent on the site at the time of entry. No employee will be permitted to enter any work site until he has attended this training. The contractor must keep the proof of induction on the contractor compliance file.

Furthermore, employees must attend (where applicable) Area/job-Specific Training pertaining to the particular 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/job-specific training.

### **12.1 Specific Training and Competency Requirements**

An employee must be trained, assessed and found competent before he will be given authorisation to perform certain tasks or fill certain roles.

The contractor shall make arrangements with the Transnet Contract Manager for training that are only offered or unique to Transnet. Such training shall be for the cost of the contractor.

### **13. Communication, Participation and Consultation**

The contractor must establish and maintain effective communication and consultative processes for the duration of the contract to ensure that employees are kept up to date with regard to critical, health and safety related information and prompt feedback is provided.

#### **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 work 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 compliance file.

#### **13.2 Daily Safe Task Instructions (DSTI's)**

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 Daily Safe Task Instruction (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.

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 Construction Manager.

Every member of the work team must sign the DSTI attendance register and 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 to ensure that they are task-specific.

#### **13.3 Suggestions**

All employees must be encouraged to submit suggestions to enhance health and safety management on the work site(s). A process must be in place for documenting, evaluating, implementing (as appropriate), archiving and recognising the improvement ideas.

#### **13.4 Meetings**

##### **13.4.1 Contractor health and safety (OHS Act Section 19)**

The contractor must schedule and hold health and safety meetings at least quarterly and keep minutes of each meeting and attendance records in the contractor compliance file.

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.

#### **13.4.2 Site Meetings**

In addition to the contractor health and safety meetings, the Transnet Contract Manager will schedule and chair monthly Site Meetings that the contractor must attend.

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 Health and Safety Notice Boards**

The contractor must where practicable, provide and maintain a Performance Board that must display the health and safety performance indicators, and a site plan indicating evacuation routes and emergency assembly point locations.

#### **13.6 Involvement (Other)**

The participation of all contractor (and sub-contractor) employees in activities that promote improvements in health and safety performance must be encouraged. In particular, this must include their appropriate involvement in:

- Hazard identification, risk analysis and determining control measures;
- Incident investigation; and
- Reviewing policy and objectives.

### **14. Documentation and Document Control**

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.

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.

Each record must be legible, identifiable and traceable, and must contain adequate information and data for its purpose. The retention, 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.

#### **14.1 Contractor compliance File Requirements (Health and Safety File)**

The contractor must compile and maintain a file containing all necessary compliance related documentation. Transnet should provide construction work permit and to be kept on site at all times. The contents of the file will be audited by a Transnet Contract Manager or any person delegated by him on a monthly basis.

Required documentation includes, but is not limited to, the following:

- Letter of Good Standing from the Compensation Commissioner or Licensed Insurer;
- 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;
- Client Health and Safety Specification
- Section 37(2) Mandatory Agreement
- Legal Register;
- Organisational Chart for the contract;
- 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;
- 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;
- 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, Valid Medical Certificate of Fitness, Training Records, 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. A copy of the compliance file must be provided to the Transnet at the end of the contract.

### **15. Notification of Construction Work**

A contractor who intends to carry out any construction work other than work contemplated in Construction 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 similar to Annexure 2 if the intended construction work will—

- 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.

### **16. Operational Control**

For contract 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 Safe Work Procedures**

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).

#### **16.2 National Railway Safety Regulator Act / Railway Safety**

The Contractor shall ensure that its equipment, machinery and employees when on TFR premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice.

The Contractor when engaging subcontractor must review the capability of the proposed contractor to comply with specified railway safety requirements and/or regulations.

The Contractor and/or his subcontractors must grant TFR access, during the term of the contract, to review any railway safety related activities, including the coordination of such activities across all parts of the organisation.

The Contractor shall ensure that where applicable, such work is performed by person who has the necessary competencies as required in terms of any applicable railway safety standard or code of practice

The Contractor shall ensure that all his employees are protected from the risk of being hit by moving trains.

The Contractor shall ensure that on track machines are only operated with the Transnet Track inspector/Track master in charge of on-track machine present on the machine. Transnet Track inspector/Track master in charge of on-track machine must have passed the appropriate road knowledge, theoretical and practical examinations and must be licenced competent

### **16.3 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.

Transnet Contract Manager may carry out PTO's 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.

### **16.4 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 / waste water) into a storm water drain, onto bare soil, or into any area where the substance is not effectively contained.
- Walking, sitting or sleeping on the rail
- Touching of any loose lying electric wires
- Coming into close proximity to live OHTE (maintain clearance of 3 metres)

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 Transnet Contract Manager shall be final and binding in respect of any dispute that may arise from the interpretation of these requirements.

### **16.5 Site Access**

The Contract Manager shall issue a site access certificate to the contractor after he has evaluated and is satisfy with the contractor compliance file.

Contractor may not hire any security services for the work site unless authorisation has been obtained in writing from a Transnet Contract Manager.

#### **16.6.1 Access Control**

The contractor must comply with all access control, procedures and systems applicable to the work 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.

No access card will be issued unless valid proof of identification is provided. For foreign labour, an access card will only be issued if a valid work visa is produced.

#### **16.5.2 Trespassing**

The contractor must ensure that no employee (including sub-contractor employees) trespasses on any land lying beyond the boundaries of the work site. The contractor's activities must be confined to the specified work areas, and access to these areas may only be by means of specified routes.

If instructed by a Transnet Contract Manager to do so, the contractor must remove any employee who fails to comply with this requirement from the work site.

### **16.5.3 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.

All visitors must sign in the visitor's register and 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.

Whilst on site, visitors must be accompanied at all times by an appropriately senior employee who has been inducted fully.

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:** Any request (typically made by a government official) to carry out a site inspection must be referred to the Transnet Contract Manager. The contractor must not arrange any such inspection without prior approval from the Transnet Contract Manager.

### **16.5.4 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 work site – in these case the employee may only be send home for the day but will then be tested for the following five days (each day) on his return to the site. If it is found that the same person is frequently reporting that he/she is under the influence before even accessing the work site. It shall be the responsibility of the Transnet Contract Manager to take disciplinary action and remove such a person's form the 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.

### **16.5.5 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.

### **16.5.6 Vehicles**

All vehicles brought onto site must meet the safety requirements. 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.

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.

The driver / operator of any vehicle / mobile equipment must carry a copy of his appointment with him at all times. Each driver / operator must:

- Comply with all site 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 Transnet Contract Manager arrives, or until a Transnet Contract Manager authorises him to leave (unless, of course, the driver requires medical attention).

#### **16.5.7 Tyre and Rim Safety**

A Tyre Management Plan must be established to address issues including fire, heating, explosion, electrical contact, separations, maintenance, tyre changes, etc. 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.

#### **16.5.8 Roads**

Roads with high risks activities and traffic interface shall be controlled by trained flagman, No road may be closed without permission from a Transnet Contract Manager.

A dust control plan must be in place for the site and, in particular, for all roads. Any spillage in a roadway must be cleaned up immediately. 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 back-filled with clean material which must be suitably compacted. The contaminated soil must be disposed of as required by the applicable legislation.

### **16.6 On track Machines**

The Contractor shall ensure that On track Machine is only operated by a person who is competent and licensed to operate such machine.

The Contractor shall ensure that the machine is operated with the Transnet Track Inspector/Track Master in charge of on-track machine present on the machine. Transnet Track Inspector/Track Master in charge of on-track machine must have passed the appropriate road knowledge, theoretical and practical examinations and must be licenced competent..

The Contractor shall ensure that the machine is properly maintained and in a serviceable condition to operate on railway line.

### **16.7 Rail Road Vehicles (RRV)**

The Contractor shall ensure that Road-rail Vehicle (RRV) is only operated by a person who is competent and licensed to operate such RRV.

The Contractor shall ensure that the RRV is operated with the Transnet Track Inspector/Track Master in charge of on-track machine present on the RRV. Transnet Track Inspector/Track Master in charge of on-track machine must have passed the appropriate road knowledge, theoretical and practical examinations and must be licenced competent..

The Contractor shall ensure that the RRV is properly maintained and in a serviceable condition to operate on road and railway line.

### **16.8 Signs and Notices**

The contractor must ensure that all required safety signs and notices comply and are prominently displayed in accordance with the applicable legislation, national standards and good safety practice.

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.
- Only operated by persons who have been trained to operate such machinery.

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 Transnet Contract Manager, 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 Transnet Contract Manager.

Items of plant or equipment brought onto site by the contractor or his sub-contractors may be inspected by a Transnet Contract Manager. Should the Transnet Contract Manager 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 Transnet Contract Manager, 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 complied with at all times.

Each contractor required to erect barricading on the work site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this specification.

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 safely 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).

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.

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;
- 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 be clearly visible at all times (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 Working from fall risk position (working at heights)**

All applicable legislation concerning work performed from a fall risk position must be complied with at all times. Fall prevention or fall protection measures must be in place whenever the potential exists for a person to fall from a fall risk position.

#### **16.11.1 Fall protection**

Whenever there is a risk of falling from a fall risk position, 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:

- a fall protection (and rescue) plan is in place (prepared by a competent person, 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 used at all times 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 maintained at all times.

**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. 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 (in order 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 on a monthly basis 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 be in place at all times 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.

A person may climb or descend a ladder without fall protection provided that 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 is capable of supporting 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. Particular care must be taken when work is carried out on an asbestos cement roof or a fibreglass roof.

### **16.11.2 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
- 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 be maintained at all times.

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.

### **16.11.3 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 on a monthly basis (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 stiles 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.

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 in close proximity to 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 make an effort to remove mud, oil, grease, etc. from his boots.

### **16.12 Permit to Work**

All personnel must comply with the Permit to Work system applicable to the scope of work. A Permit to Work must be obtained before carrying out any work that involves:

- 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 make reference 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 himself with all of 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 as a result 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;
- 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 of 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 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 Transnet Contract Manager. 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 specification), each contractor must obtain a General Work Authorisation from a Transnet Contract Manager on a monthly basis. A General Work Authorisation is valid for one calendar month and authorises the contractor's planned work activities. In order 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.

### **16.13 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 and complied to by all personnel.

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 in order 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 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 Transnet Contract Manager. Furthermore, planned task observations must be carried out periodically.

#### **16.13.1 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 hand written, 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 Transnet Contract Manager (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 Transnet Contract Manager, 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.).

#### **16.14 Electrical Safety**

The contractor must ensure compliance with Electrical Installation Regulations, Electrical Machinery Regulations, OH&S Act, TFR Electrical Safety Instructions, TFR E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment and all applicable SANS Codes and Practices.

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 scope of work.

Each contractor carrying out electrical work on the 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.

#### **16.14.1 Electrical Installations**

Each electrical installation (temporary or permanent) installed or worked on by a contractor must be inspected by a Transnet Contract Manager to ensure that the installation complies with all statutory requirements, codes, design criteria and safety standards applicable to the project.

A Transnet Contract Manager must approve all electrical work before the installation is energised. Any installation deemed unsatisfactory by a Transnet Contract Manager 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 on a monthly basis. 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 Transnet Contract Manager 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 Transnet Contract Manager (a 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, with the exception of 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, with the exception of 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 Transnet Contract Manager.

No connection to any electrical system may be made without prior approval and a valid Permit to Work from the Transnet Contract Manager.

No electrical equipment or apparatus may be modified without written authorisation from the Transnet Contract Manager.

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 at all times 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. 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 Transnet Contract Manager. 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).

#### **16.14.2 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.

In order 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.

#### **16.14.3 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) in order to clearly identify any overhead or underground power lines.

A system must be in place to mitigate the risks associated with working in close proximity to 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 Transnet Contract Manager) 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 Transnet Contract Manager, may equipment be operated within one boom length of energised overhead power lines. Suitable protective insulating barriers may need to be used.

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.

#### **16.14.4 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 Transnet Contract Manager 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).

With the exception of 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.

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.

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 on a monthly basis. Details of these inspections and tests must be recorded in a register which must be made available to the Transnet Contract Manager 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.

A colour coding system must be used for the tagging of all electrical equipment.

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 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 Transnet Contract Manager 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 on a daily basis 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.

### **16.15 Confined Spaces**

The contractor shall comply to the requirements of General Safety Regulation 5 with regard to confined space entry and working inside 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 particular 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 in particular the use of respiratory protection such as compressed air breathing apparatus; and
- A ventilation rate suitable for general use must take into account 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 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 with regard to 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.

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 be positioned outside the confined space entry point at all times while personnel are within the space.

### **16.16 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.

### **16.17 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.

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 where 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. 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.

#### **16.18 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.

#### **16.19 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 Transnet Contract Manager. Wherever possible, ring spanners must be used in preference to open end spanners.

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 Transnet Contract Manager.

#### **16.19.1 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 at all times 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.

#### **16.20 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.

#### **16.21 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 considered to be 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.

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.

Risk Assessment with regards Manual Handling must be conducted and also take into consideration the task factors, physical demands and tools involved in the task.

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 of time that the person works with the vibrating equipment / tools (at least 40 minutes break after 20 minutes working with a machine that vibrates excessively).

In order 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 actually 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.

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).

## **16.22 Personal Protective Equipment**

PPE requirements for a particular job or for a particular area must be determined through a risk assessment for that job or area. 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). All applicable legislation concerning Personal Protective Equipment (PPE) must be complied with at all times.

As a minimum, the following PPE must be worn by all persons (including visitors) at all times whilst on site:

- Safety footwear with steel toe protection;
- 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, hard hat, safety goggles, safety glass, face shield 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 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, or a Material Safety Data Sheet (MSDS).

Any employee who refuses to wear PPE or does not have all of the required PPE 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 on a daily basis. 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.

Symbolic signs indicating mandatory PPE requirements must be prominently displayed at the entrances to the work 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 of PPE issued (an employee must sign for the items that he receives, maintain PPE stock levels on site and carry out regular inspections to ensure that PPE is being used correctly and maintained in a good, serviceable and hygienic state, and is not being shared between employees.

### **16.22.1 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 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.

### **16.22.2 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).

### **16.22.3 Hearing Protection**

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.

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.

#### **16.22.4 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 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.

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 Transnet Contract Manager 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:

- 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.

#### **16.22.5 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.

#### **16.22.6 Foot Protection**

Safety boots must be worn at all times whilst on site, with the exception of offices and office or administration buildings in which closed athletic, business or similar shoes may be worn. Sandals, slaps, slippers, open-toed and high-heeled shoes are not permitted on any work premises.

Safety boots must provide the following protection:

- Steel toe cap to protect against crushing (impact and compression forces);
- 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.

#### **16.22.7 Clothing**

All employees working on a work 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 (with the exception of 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.

#### **16.22.8 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.

#### **16.22.9 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 defects and / or damage may not be used.

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.

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 arc flash protection programme (refer to the Electrical Safety Standard).

**16.22.10 Jewellery**

Necklaces, dangling earrings, and bracelets may not be worn on a work 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.

**16.22.11 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).

**16.22.12 Task-Specific PPE**

In addition to the standard PPE required for a work 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:

- 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;
- 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.

### 16.23 Sun Protection

The contractor must ensure that all personnel are protected in sunlight through the use of long sleeve shirts, long trousers, brims, 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).

### 16.24 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 Transnet Contract Manager.

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 is to be stored, the tank must be installed / the containers must be positioned within a bund (see Definitions);
- If the fuel / flammable liquid are 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;
- 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 come into contact with 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.

### **16.25 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 Transnet Contract Manager 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 in order 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 on a monthly basis (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 Transnet Contract Manager 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 kept unobstructed at all times.

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). 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 Transnet Contract Manager 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 determines 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 through the use of 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.

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. 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 be unobstructed) at all times, 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 be unobstructed) at all times.

"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 Transnet Contract Manager 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.

### **16.26 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.

#### **16.27 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 himself 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 Transnet Contract Manager 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.

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 Transnet Contract Manager 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 Transnet Contract Manager may instruct the contractor to appoint a dedicated housekeeping team at the contractor's expense.

Littering is prohibited.

#### **16.28 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 site to a waste storage or disposal facility unless that facility has been approved or licenced waste facility. Approved/licensed waste disposal service providers must be used for any waste 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 contract.

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 skips are emptied regularly. Hazardous wastes must be kept separate from general wastes.

### **16.29 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.

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 controlled at all times. 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.

### **16.30 Demarcation**

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.

### **16.31 Facilities**

The Contractor must in addition to Facilities Regulations 2004, provide at or within reasonable access of every site, clean, hygienic and maintained facilities.

Sanitary conveniences must be provided and maintained at a rate of at least one shower facility for every 15 workers, at least one sanitary facility for each sex and for every 30 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 waste water (and the associated biological hazards). Waste water may not accumulate or stand in pools at any location on the project site.

Change rooms must be provided and must be kept clean and free from odours at all times.

No chemicals or equipment or items (other than those normally associated with for cleaning of these 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.

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. Food may only be consumed in authorised sheltered areas.

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 meal times).

Adequate storage must be provided to the contractor's employees for the storage of food and drinks. Where fridges are provided, they must not be overstocked and must maintain sufficiently low temperatures.

### **16.32 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 to determine the effectiveness of control measures as well as compliance with legal and other requirements, particularly Occupational Exposure Limits.

- 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.

A baseline survey must be carried out by an Approved Inspection Authority: A plan for measuring and monitoring occupational exposure must be developed by the contractor. All monitoring results obtained must be analysed 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

### **16.33 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. Measurements do not need to be conducted by an Approved Inspection Authority for Occupational Hygiene

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.

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.

### **16.34 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.

For purposes of the hearing conservation program, employee noise exposures shall be computed in accordance with 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 conducted by a competent person and 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.

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.

Noise zones shall be indicated by 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. Hearing Protection Devices should be worn for the full noise exposure period.

### **16.35 Particulate and Gas / Vapour Exposures**

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.

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, SO<sub>2</sub>, NH<sub>3</sub>, 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 as long as 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;
- 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 so as 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.

### **16.35.1 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.
- The type(s) of airborne contaminants that are present (gases, vapours, and particulates and aerosols including dusts, fumes, sprays, mists, and smoke);

Only RPD's approved by the Transnet Contract Manager 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 NH<sub>4</sub> > 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
- 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 or not 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.

### **16.35.2 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.

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 asbestos materials in exploration or mining production activities must be assessed, the risk of exposure determined and appropriate control measures implemented where required.

### **16.36 Hazardous Chemical Substances**

#### **16.36.1 Duties of persons who may be exposed to hazardous chemical agents**

The contractor who is or may be exposed to an HCA must obey a lawful instruction given by or on behalf of the employer or self-employed person regarding

- HCA release prevention.

- the wearing of personal protective equipment.
- the wearing of monitoring equipment to measure personal exposure.
- reporting for health evaluations and biological tests as required by these regulations.
- the cleaning up and disposal of materials containing an HCA.
- housekeeping at the workplace, personal hygiene and environmental and health practices and
- information, instruction and training

### **16.36.2 Disposal of hazardous chemical agents**

The contractor must, as far as is reasonably practicable

- recycle all HCA waste.
- ensure that all HCA waste is classified and disposed of as waste in terms of the following legislation:
  - (i) The Waste Classification and Management Regulations, 2013, published as Government Notice No. R. 634 of 23 August 2013; and
  - (ii) the National Norms and Standards for the Assessment of Waste for Landfill Disposal, published as Government Notice No. R. 635 of 23 August 2013; and
- ensure that all collectable HCA waste is placed in containers that prevent the likelihood of exposure during handling.
- ensure that all vehicles, reusable containers and covers, which have been in contact with HCA waste, are cleaned and decontaminated after use in such a way that the vehicles, containers or covers do not cause a hazard inside or outside the premises concerned.
- ensure that all employees occupied in the collection, transport and disposal of HCA waste, who may be exposed to that waste, are provided with suitable personal protective equipment; and
- ensure that if the services of a waste disposal contractor are used, a provision is incorporated into the contract stating that the contractor must also comply with the provisions of these regulations.

### **16.37 Radiation**

The risks associated with ionising (from naturally occurring radioactive minerals (NORM), radon, and man-made sources), ultra violet (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 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.

### **16.38 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:

- 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.

### **16.39 Fitness for Work and Fatigue Management**

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 himself 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 during the course of 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.

The Contractor must ensure that it complies to the requirements of RSR 00-4-1.2016 Edition 1, Part 4-1 Human Factors Management-Fatigue Management standard, Transnet Fatigue Risk Management Plan (FRMP) and Fatigue Risk Management System (FRMS).

The Contractor shall document, implement and maintain processes and procedures to identify, assess and mitigate the risks associated with fatigue's contributory factors.

The Contractor shall collect data and report on their management of fatigue as outlined in Clause 8.3 of Part 4-1 Human Factors Management-Fatigue Management standard.

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 and of any appointed sub-contractors. The maximum working hours per day and the minimum rest times between shifts must be specified in the contractor's SHE 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 contract, prior to a change in role, periodically based on an employee's individual risk profile, and on termination of employment on the contract:

**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 health practitioner.

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 health 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.

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 health 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 (with regard to working at height) by the occupational health practitioner. Electricians must be tested for colour-blindness.

With regard to 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 health 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 health 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 health practitioner) must be kept on site and these records must be readily available for inspection by the Transnet Contract Manager. 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.

#### **16.40 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.

## **17. Structure**

The 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.

## **18. 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 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 by Transnet.

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 Transnet Contract Manager 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 situation, to ensure that it remains appropriate and effective.

At each 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.
- 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.

### **18.1 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.

Taking into account 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. 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.

The contents of each first aid kit must be kept clean and dry. 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 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.

## **19. 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;
- 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.

## **20. 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.

## **21. 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.

Each appointed sub-contractor must develop and implement a detailed SHE Management Plan based on the requirements of the contractor's SHE Management Plan and the Health

and Safety Specification for the contract. 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

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 monthly basis

## **22. Section 37(2) Mandatory Agreement**

Transnet and the Contractor shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them to ensure compliance by the contractor with the provisions of the OHS Act.

The agreement shall be completed and signed by the contractor mandated representative as soon as possible and returned to the relevant Transnet Contract Manager for his/her signature on behalf of Transnet.

The contractor shall enter into a Section 37(2) Agreement with their respective sub-contractors. Signed copy of such agreement must be kept on the contractor's compliance file.

## **23. Incident Reporting and Investigation**

All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act and in terms of National Railway Safety Act 6 of 2002 (and applicable SANS Codes) involving the contractor and his subcontractor on TFR premises, shall be reported to the TFR Contract Manager and Department of Labour as prescribed by the OHS Act

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.

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.

An incident must be reported on the same work day 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 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 Transnet Contract 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 Construction Manager must ensure that an investigation is completed within 7 calendar days 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.

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 Health and Safety Officers 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 Transnet Contract Manager 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.

Each significant incident must be summarised for its lessons learnt following the investigation. This information must be reviewed by the contractor's Construction Manager to assure completeness, accuracy and relevance before it is shared with (communicated to) all project personnel.

## **24. 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.

## **25. 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.

### **25.1 Reporting on Performance**

Reports summarising the contractor's health and safety performance on the contract must be compiled and reported to the Transnet Contract Manager on 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;
- 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 with regard to 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 with regard to 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.

## **25.2 Audits and Inspections**

On a monthly basis, the health and safety management system and workplace activities of the contractor will be audited by the Transnet Contract Manager, any person delegated by him or Transnet Health and Safety Specialist 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 Transnet Contract Manager or Health and Safety Specialist, the contractor must carry out an internal audit on a monthly basis 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 Transnet Contract Manager on a monthly basis.

The contractor must carry out internal health and safety inspections as follows:

- General site health and safety inspections on a daily basis; 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.

### **25.3 National Railway Safety Regulator Act / Railway Safety**

- The Contractor shall ensure that its equipment, machinery and employees when on TFR premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice.
- The Contractor when engaging subcontractor must review the capability of the proposed contractor to comply with specified railway safety requirements and/or regulations.
- Permission for the engagement of a subcontractor by the contractor both initially and during a contract shall be subject to a review by TFR of the capability of the proposed subcontractor to comply with railway safety requirements and user specifications.
- The Contractor and/or his subcontractors must grant TFR access, during the term of the contract, to review any railway safety related activities, including the coordination of such activities across all parts of the organisation.

- The Contractor shall ensure that where applicable, such work is performed by person who has the necessary competencies as required in terms of any applicable railway safety standard or code of practice.
- The Contractor shall ensure that all his employees are protected from the risk of being hit by moving trains.

#### **25.4 Confidentiality**

- The Contractor must, at all times, consider all data or information given to him or that is required in connection with the work of the Company, as confidential and not makes unauthorized use of it.
- He/she must ensure that such data or information is not given to any non-employee of the contractor without written consent of the TFR Project Manager.
- The Contractor shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.
- The Contractor must provide adequate physical protection for any confidential documents, etc, which were obtained from Transnet in connection with the contract work as well as any copies made thereof. If any documents or sketches are lost TFR must be notified immediately.

## T2.2-8: Assessment Schedule - Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. The Tenderers must provide their own project specific health and safety Plan.
2. Health and safety cost breakdown (Bill of Quantities)
3. Safety, Policy signed by the Chief Executive Officer, must include or cover the following five elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor's activities,
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
5. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
7. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

### Attached submissions to this schedule:

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## **Mandatory Agreement**

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

### **AGREEMENT WITH MANDATORY**

In terms of Section 37(1) & (2)

### **WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

#### **Transnet SOC Ltd**

(Hereinafter referred to as the Employer)

**AND**

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(Hereinafter referred to as Mandatory (Principal Contractor))

**Compensation Fund Number** :

**Project Name** :

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## PREAMBLE

**WHEREAS** section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

**AND WHEREAS** Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

**AND WHEREAS** TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

**NOW THEREFORE the parties agree as follows;**

## 1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 **"Act"** means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 **"Agreement"** means this Mandatory agreement;
- 1.3 **"Contractor "** means the Mandatory;
- 1.4 **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 **"Effective Date"** means the date of signature of this Agreement by the last party signing hereto;
- 1.6 **"Employer"** refers to TRANSNET SOC LTD;
- 1.7 **"Mandatory"** means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 **"Parties"** means TRANSNET SOC LTD and the Contractor, and **"Party"** shall mean either one of them, as the context indicates;
- 1.9 **"Principal Contract"** means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 **"Regulations"** means regulations promulgated in terms of the relevant legislation.
- 1.11 **"Section"** means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 **"Services"** means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.13 **"TRANSNET SOC LTD"** means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

## 2. INTERPRETATION

- 2.1 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.

- 2.2 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.
- 2.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 2.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 2.5 A reference to a particular gender incorporates a reference to the other gender.

### **3. REPORTING**

- 3.1 The Mandatary and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises of the Employer.

### **4. WARRANTY OF COMPLIANCE**

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

### **5. APPOINTMENTS AND TRAINING**

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

### **6. SUPERVISION, DISCIPLINE AND REPORTING**

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health

and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

## **7. ACCESS TO THE OHS ACT**

- 7.1 The Mandatary shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatary and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## **8. COOPERATION**

- 8.1 The Mandatary and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into any occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and/or any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 If required in terms of the OHS Act, the Mandatary shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, provide health and safety representatives to attend the Employer's health and safety committee meetings.

## **11. COMPENSATION REGISTRATION**

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

## **12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

### **13. INCIDENT REPORTING AND INVESTIGATION**

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

### **14. SUBCONTRACTORS**

- 14.1 The Mandatary shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
- 14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
- 14.1.4 The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

### **15. SECURITY AND ACCESS**

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.
- 15.3 The Mandatary shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

### **16. FIRE PRECAUTIONS AND FACILITIES**

- 16.1 The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the Parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

## **17. ABLUTION FACILITIES**

- 17.1 The Mandatary shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

## **18. HYGIENE AND CLEANLINESS**

- 18.1 The Mandatary shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **19. NO NUISANCE**

- 19.1 The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

## **20. INTOXICATION NOT ALLOWED**

- 20.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

## **21. PERSONAL PROTECTIVE EQUIPMENT**

- 21.1 The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

## **22. PLANT, MACHINERY AND EQUIPMENT**

- 22.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.

## **23. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

- 23.1 The Mandatary hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

## 24. TRANSPORT

- 24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## 25. CLARIFICATION

- 25.1 In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

## 26. DURATION OF AGREEMENT

- 26.1 This Agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Employer's premises.

## 27. NON COMPLIANCE WITH THE AGREEMENT

- 27.1 If the Mandatary fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,
- 271.1 to suspend the main Agreement; or
- 27.1.2 To claim immediate performance and/or payment of such obligations.
- 27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

## 28. HEADINGS

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

**Thus done and signed**

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

---

**For and on behalf of the Employer**

**Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**for and on behalf of the Mandatary**

**Witnesses:**

3. \_\_\_\_\_

4. \_\_\_\_\_

## **T2.2-8a: Health and Safety Questionnaire**

## Health, Safety Questionnaire

### 1. SAFE WORK PERFORMANCE

#### 1A. Injury Experience / Historical Performance - Alberta

Use the previous three years injury and illness records to complete the following:

Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			

1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours

#### 1B. Workers' Compensation Experience

Use the previous three years injury and illness records to complete the following (if applicable):

Industry Code: \_\_\_\_\_ Industry Classification: \_\_\_\_\_

Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			

Is your Workers' Compensation account in good standing? ☐ Yes ☐ No  
 (Please provide letter of confirmation)

### 2. CITATIONS

2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:

### 3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

#### 4. SAFETY PROGRAM

Do you have a written safety program manual? ☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

#### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

<b>5B. Do you have a program for training newly hired or promoted supervisors?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes   No   Weekly   Monthly   Quarterly  
☐ ☐ ☐ ☐ ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).  
 \_\_\_\_\_  
 \_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?  
Yes   No   Daily   Weekly   Biweekly  
☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?  
Yes   No   Weekly   Biweekly   Monthly  
☐ ☐ ☐ ☐ ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?  
 \_\_\_\_\_  
 \_\_\_\_\_

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?  
☐ Yes ☐ No

How does your company measure its H&S success?  

- Attach separate sheet to explain

## 7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other  
responsibilities:

## 9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

## T2.2-8b: Health and Safety Cost Breakdown

NB: This Safety Cost breakdown is required to illustrate to Transnet that safety costs have been factored into your tender price, and will not be paid for as a separate expense.

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			
15.	Other			

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	

## Annexure 3: Enterprise Risk Management Elements

### T2.2-9: Returnable: Enterprise Risk Management and Business Continuity Management Requirements (Due Diligence Criteria for Approved List)

The preferred Contractor(s) from the approved list to identify and evaluate the potential risk elements associated with the Works/ Services etc. and possible mitigation thereof for the relevant Procurement Phase. The risk elements and the mitigation as identified thereof by the preferred Contractor(s) are to be submitted with other returnable documents in separate file.

If no risks are identified "No Risk" must be stated on this schedule.

The Preferred Contractor(s) to demonstrate their understand of potential Business Continuity threats, through a relevant Business Impact Analysis process and measures to be implemented to recover associated Works/ Services within pre-defined recovery times, to ensure Business Continuity.

**NB: The Preferred Contractor(s) from approved list required to methodically prepare comprehensive documentation that addresses the elements of Risk Management and Business Continuity Management to be assessed. These documents shall be organized into a 'Separate Risk Management Folder' by all potential bidders. This segregation is crucial to guarantee that the assessment process for Risk Management and Business Continuity Management Elements is conducted with objectivity, fairness, and transparency, and is solely based on the merit of the Contractor(s)' respective risk management documents submitted post award.**

#### Attached submissions:

.....
.....
.....
.....
.....
.....
.....

**The Assessment Criteria Guideline for the specific Tenderer's Risk Elements will be as follows:**

<b>1. Assessment Elements: Risk Management and Business Continuity Management (BCM)</b>	
Tender Number:	
Tender Description:	
<b>1.1. Business Continuity Management (BCM)</b>	<b>Due Diligence</b>
<p>Detailed Business Continuity Management Document prepared and based on Business Continuity Management best practices and relevant Standard must cover the BIA and Business Continuity Plan (BCP).</p> <p>This structured approach in assessing BCM submissions will help to ensure a comprehensive assessment of each bidder's ability to manage and respond to business disruptions effectively. The assessment will consider how well these elements integrate with the project or service specifics or proposed RFI solution, reflecting the bidder's understanding of the unique requirements of the project and preparedness and resilience when faced with potential unforeseen disruptions during piloting or execution of the project or service or associated solution proposed in RFP.</p> <p>The BCM will be assessed based on the following key elements:</p> <ul style="list-style-type: none"> <li>1.1.1. <b>BCM Policy and Framework for the Tenderer:</b> - Bidder's Policy Statement Alignment with industry standards and best practices; and Clarity and comprehensiveness of the BCM policy and framework.</li> <li>1.1.2. <b>BCM Risk Assessment and Mitigation:</b> - Thoroughness in identifying business continuity related potential business continuity risks; Effectiveness of proposed BCM mitigation strategies; and BCM relevance to pilot site or project-specific risks.</li> <li>1.1.3. <b>Incident Management and Response Plan:</b> - Detailed incident management procedures; Clarity in response roles and responsibilities; and Practicality and speed of response in emergency situations (Experience in incident management or BCP or IT Disaster Recovery Plans simulation scenario).</li> <li>1.1.4. <b>Business Continuity Plans for Critical Functions Process:</b> - Specific plans for each critical business function process relevant to project or service to be rendered post tender award; Depth in detailing continuity strategies; and Consistency with overall business objectives and project or service goals.</li> <li>1.1.5. <b>Communication Plan during Disruption:</b> - Clarity and effectiveness of communication strategies; and Identification of key stakeholders and methods of communication.</li> </ul>	<p>The 10 listed critical elements for the BCM are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / pilot service offering etc. A Risk Management and Business Continuity Management Assessment Report to be generated covering BCP Elements and to be shared with appointed Contractor post tender award during kick-off sessions.</p>

<p><b>1.1.6. BCM Training and Awareness Programs:</b> - Scope and frequency of training programs; and BCM Strategies to enhance staff awareness and preparedness.</p> <p><b>1.1.7. Testing and Maintenance of Business Continuity Plans:</b> - Regularity of BCP testing; Documented revisions and updates to the plans; and Ability to adapt and improve plans based on test or simulation outcomes.</p> <p><b>1.1.8. Third-party Supplier and Vendor BCM Compliance:</b> - Assurance of BCM compliance among Tenderers suppliers and vendors; Strategies to manage third-party risks; Integration of vendor risks into overall BCM strategy.</p> <p><b>1.1.9. Crisis Leadership and Decision-making Structure:</b> - Clearly defined crisis leadership roles; Decision-making processes during crisis; and Capability to maintain control and direction under crisis conditions.</p> <p><b>1.1.10. Common Data:</b> Provision of Common Data for critical Resources required during disruption or disaster events and required to relocate to recovery site or expected to work from home if workplace is not accessible during disaster, flooding, heat wave or labour unrest.</p>	
1.2. Business Continuity Management - Business Impact Analysis (BIA)	Due Diligence
<p>Detailed Business Continuity Management Document prepared and based on Business Continuity Management best practices and relevant Standard must cover the BIA and Business Continuity Plan (BCP).</p> <p>The BIA will be assessed based on the following key elements:</p> <p><b>1.2.1. Business Continuity Management and Identification of critical processes within the project / service:</b> - Demonstration of Business Resilience, Agility and that the critical activities and/ or processes are identified. These are activities and/ or processes if disrupted prevent project or pilot completion / service delivery.</p> <p><b>1.2.2. Recovery Time Objective (RTO) in case of any interruption that may arise:</b> - Detail for each of the above critical activities and/ or processes what is the determined acceptable recovery time objective for re-instatement of the activity/ process (consider all applicable SLA or regulatory requirements).</p> <p><b>1.2.3. Recovery Strategy:</b> - How will the service provider/ supplier recover - Detail the step-by-step process as to how the critical activities and/ or processes will be recovered? In which order? Whom is to undertake the recovery etc.</p> <p><b>1.2.4. Operational dependencies:</b> - Note all internal and external dependencies for the recovery of the listed critical activities and/ or processes e.g.: Operational equipment, telephones; facilities; etc. needed to ensure continuity.</p> <p><b>1.2.5. Alternative supply of equipment and/ or supply of extra staff:-</b> Provide adequate information on how alternate equipment or additional</p>	<p>The 6 listed critical elements for the BIA are required.</p> <p>All elements will be Assessed as per the guide provided, for adequacy and relevance to the project / Pilot / service offering etc. A Risk Management and Business Continuity Management Assessment Report to be generated covering BIA Elements and to be shared with appointed Contractor post tender award during kick-off sessions.</p>

<p>experienced staff will be secured if a BCM incident negatively impacting these resources as originally allocated for completion of a project/pilot/ delivery of a service.</p> <p><b>1.2.6. Battle Box:-</b> Provide details on whether a battle box is established and what it entails/ contains. This may be either a physical collection or an electronic repository of recovery plans, other necessary documentation, templates, memo's, letter heads etc. required for re-instatement of business-critical systems. In some instance this can also include off-site stores of certain equipment or electronic devices etc.</p>	
<p><b>1.3. Business Continuity Management - Business Continuity Plan (BCP)</b></p>	<p><b>Due Diligence</b></p>
<p>The detailed BCP or related annexures to the plan must contain:</p> <p><b>1.3.1. Emergency operating procedure:</b> - Must detail the steps to be followed following an emergency/ incident at the site / location of impact.</p> <p><b>1.3.2. Business Continuity Invocation Action:</b> - Once the incident is under control and its impact determined and assessed, this details the when, the how and by whom the BCP will be invoked.</p> <p><b>1.3.3. Project Recovery Resources:</b> - Identify and list the recovery resources. These maybe additional resources or re-arrangement of existing resources as required to support the recovery of critical activities and/ or processes as detailed in the BCP, within the RTO.</p> <p><b>1.3.4. Business/ Supplier Contact List:</b> - Demonstrate that these have been identified and means to easily contact them is in place.</p> <p><b>1.3.5. Emergency Contacts:</b> - inclusive as per item 1 to initially deal with the incident (emergency services etc), then thereafter must also include the BCM recovery team members, names, and contact details.</p>	<p>The 5 listed elements for the BCP are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. A Risk Management and Business Continuity Management Assessment Report to be generated covering BCP Elements and to be shared with appointed Contractor post tender award during kick-off sessions.</p>
<p><b>1.4. Risk Management - Risk Management Plan (RMP) - Project/ Pilot Operational Risks be based on the scope of works/ services etc.</b></p>	<p><b>Due Diligence</b></p>

The assessment of the detailed RMP will be based risk management best practices or applicable standards and on the scope of works, must contain the following:

- 1.4.1. Submitted Risk Management Policy and Framework for the Tenderer:** - Policy Statement Alignment with industry standards and best practices; and Clarity and comprehensiveness of the Risk Management Policy and Signed by the employee or owner.
- 1.4.2. Identification of Risks of Project /Pilot Service Interruption during the project/pilot execution:** - A risk register that contains the identified risks of service interruption and / or non-delivery of services etc. during the project/pilot execution. Demonstrate an understanding of the internal and external threats to effective service delivery within scope and to quality.
- 1.4.3. Risk Analysis Methodology:** - Demonstrate for risk identified, the causes, risk consequence/ impact and risk likelihood/ probability rating and how the risk rating is calculated. The methodology may also provide a view on the effectiveness of controls and the residual risk after application of controls.
- 1.4.4. Ranking of the Risks:** - Once the risk register is completed a risk heat map and listing of the risks by name/ risk description from highest to lowest ranked risk provided in the RFI Response document.
- 1.4.5. Risk Mitigation Measures for the identified risks and Responsible Person:** - Provided in the risk register for each assessed risk the controls in place to manage the risk along with additional risk tasks to further mitigate the risk; and Responsible person: Ensure the risks have assigned risk owners, assigned control owners for the checking on controls and any other person assigned a risk action to complete under the risk register.

The 5 listed elements for the RMP are required.

All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. A Risk Management and Business Continuity Management Assessment Report to be generated covering RMP Elements and to be shared with appointed Contractor post tender award during kick-off sessions.