

SAFETY SPECIFICATION FOR REMOVAL OF GALLEY WASTE IN THE PORT OF RICHARDS BAY

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

Transnet SOC Ltd
(Hereinafter referred to as the Employer)

Specification for removal of galley waste in the Port of Richards bay

(Hereinafter referred to as Contractor/Supplier (Principal Contractor))

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PREAMBLE

WHEREAS specification of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an Specification in writing to ensure compliance by a Contractor/Supplier 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 **"Contractor "** means the Mandatory;
- 1.3 **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.4 **"Effective Date"** means the date of signature of this Specification by the last party signing hereto;
- 1.5 **"Employer"** refers to TRANSNET SOC LTD;
- 1.6 **"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;
- 1.7 **"Parties"** means TRANSNET SOC LTD and the Contractor, and **"Party"** shall mean either one of them, as the context indicates;
- 1.8 **"Principal Contract"** means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.9 **"Regulations"** means regulations promulgated in terms of the relevant legislation.
- 1.10 **"Section"** means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.11 **"Services"** means the services to be provided by the Contractor to TRANSNET SOC LTD.

2. PURPOSE OF SPECIFICATION

The purpose of the specification is to assist achieving compliance OHS Act 85 of 1993 as well as Construction Regulation 2015.

3. REPORTING

- 3.1 The Contractor 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 Specification the Contractor 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 Contractor further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act and Merchant Shipping Act Without derogating from the generality of the above, nor from the provisions of the said Legislation, the Contractor shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Contractor 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 Contractor 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 Contractor shall immediately be provided to the Employer.
- 5.2 The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor. 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 Contractor 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 Contractor 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 Contractor shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Contractor 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 Contractor 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 Contractor.

10. COMPENSATION REGISTRATION INSURANCE

- 11.1 The Contractor 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 Contractor shall further ensure that the cover remain in force while any such employee is present on the premises.
- 11.2 The contractor shall ensure that they have insurance cover to the value of 10 million for the duration of the contract.

11. MEDICAL EXAMINATIONS

- 11.1 The Contractor 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.

12. INCIDENT REPORTING AND INVESTIGATION

- 12.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Contractor 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.
- 12.2 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.

13. SUBCONTRACTORS

- 13.1 The Contractor 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:
- 13.1.1 The Contractor 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 Contractor shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
 - 13.1.3 The Contractor shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
 - 13.1.4 The Contractor 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.

14. SECURITY AND ACCESS

- 14.1 The Contractor and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Contractor 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.
- 14.2 The Contractor and his employees shall not enter any area of the premises that is not directly associated with their work.
- 14.3 The Contractor 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.

15. FIRE PRECAUTIONS AND FACILITIES

- 15.1 The Contractor shall ensure that an adequate supply of fire-protection and first-aid facilities are provided on all vehicles that will be transporting Transnet employees. .
- 15.2 The Contractor shall further ensure that all his employees are familiar with fire precautions , which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16. ABLUTION FACILITIES

- 16.1 The Contractor 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.

17. HYGIENE AND CLEANLINESS

- 17.1 The Contractor shall ensure that the work site and surrounding 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.

18. NO NUISANCE

- 18.1 The Contractor 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.
- 18.2 The Contractor shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Contractor or any tenants. Where such situations are unavoidable, the Contractor shall give prior notice to the Employer.

19. INTOXICATION NOT ALLOWED

- 19.1 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.

20. PERSONAL PROTECTIVE EQUIPMENT

- 20.1 The Contractor 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 Contractor shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Contractor 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.
- 21.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Contractor 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.

22. NO USAGE OF THE EMPLOYER'S EQUIPMENT

- 22.1 The Contractor 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 Contractor shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

23. TRANSPORT

- 23.1 The Contractor shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Contractor shall ensure that all drivers shall have relevant and valid driving licenses and the Contractor 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.
- 23.2 In the event that any hazardous substances are to be transported on the premises, the Contractor shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

24. CLARIFICATION

- 24.1 In the event that the Contractor requires clarification of any of the terms or provisions of this Specification, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

25. DURATION OF SPECIFICATION

- 25.1 This Specification shall remain in force for the duration of the work to be performed by the Contractor and/or while any of the Mandatary's employees are present on the Employer's premises.

26. NON COMPLIANCE WITH THE SPECIFICATION

- 26.1 If the Contractor/Supplier fails to comply with any provisions of this Specification, the Employer shall be entitled to give the Contractor/Supplier 7 (seven) days written notice to remedy such non-compliance and if the Contractor/Supplier 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 Contractor/Supplier may have in law,

26.1.1 To claim immediate performance and/or payment of such obligations.

- 26.2 Should Contractor/Supplier 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.

27. PERMITS AND LICENCES

- 27.1 Any activity that requires license permit or authorization from Transnet National Port Authority or any Government that is prescribed by legislative requirements must be obtained before the commencement of work. The permits issued by TNPA employee will need to be cancelled by TNPA employee. The contractor shall comply with the requirements of the permit, license or authorization at all times. These permits licenses and/or authorizations include:

- ❖ Hot work Permits
- ❖ Working at Heights
- ❖ Confine Spaces
- ❖ Lock-out
- ❖ Diving
- ❖ Working on electrical equipment
- ❖ Use of cameras

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 project site to a waste storage or disposal facility unless that facility has been approved for use by the nominated project management representative.

An adequate number of waste bins and skips must be provided by the contractor and suitable arrangements must be made to ensure that these bins and skips are emptied regularly.

Hazardous wastes must be kept separate from general wastes.

29. HEADINGS

The headings as contained in this Specification 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.

Prepared by:	Security Department, Port of Richards Bay		
Approved by:	Risk Manager, Port of Richards Bay		
Signature :		Name: Bongani Ndaba	Designation: Risk Manager
Date Approved :	01 February 2021		