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1. Introduction

- 1.1 This Safety, Health and Environmental (SHE) specification is Transnet Freight Rail (TFR) minimum requirements to be met by the Contractor when performing work for or on behalf of TFR. They set out the requirements to be followed by the Contractor and subcontractors so that the health and safety of all people's potentially at risk may receive the same priority as other facets of the project.
- 1.2 The Contractor shall **develop a SHE plan and prepare a SHE file** based on these requirements, risk assessment as well as all the relevant applicable legislation. The Contractor shall remain accountable for the quality and execution of his health and safety programme for his employees. This specification in no way releases the Contractor from compliance with the relevant legislation.

2 Purpose

- 2.1 The purpose of this specification is to ensure that the The Contractor provides and maintains, as far as reasonably practicable a safe working environment for all employees and the public whilst performing work for or on behalf of TFR.
- 2.2 This specification form an integral part of the contract, and the Contractor shall forward this specification to all its subcontractors at the bidding stage so that they can in turn prepare health and safety plans relating to their operations

3 Scope and Application

- 3.1 This specification is applicable to all contractors, suppliers and all activities and processes carried out for or on behalf of Transnet Freight Rail. The Specification defines the strategies to manage Health and Safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 of 1993, Civil Aviation Act 13 of 2009, Firearms Control Act, 2000, National Road Traffic Act, 1996 Private Security Industry Regulatory Authority and other applicable legislation.
- 3.2 This specification shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the TFR Contract Representative with full particulars of such subcontractors and shall ensure that they comply with the OHS Act and Regulations and TFR's safety requirements and procedures.
- 3.3 Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies,

inconsistencies and/or inadequacies must immediately be brought to the attention of the TFR Contract Representative or Client Agent.

4 General

- 4.1 The Contractor and Transnet Freight Rail are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (herein referred as the OHS Act), National Road Traffic Act, 1996 applicable Regulations and legislation.
- 4.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the OHS Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. The Contractor shall, before commencement with the execution of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a SHE Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract.
- 4.3 The Contractor accepts his obligation with complying to the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.
- 4.4 Transnet Freight Rail accepts, in terms of the OHS Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and TFR Contract Representative or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the works
- 4.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

5. Section 37(2) Agreements

- 5.1 Transnet Freight Rail 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.
- 5.2 The agreement shall be completed and signed by the Contractor mandated representative as soon as possible and returned to the relevant TFR Project Manager / TFR Contract Representative for his/her signature on behalf of TFR.
- 5.3 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 SHE file.

6. Definitions

6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993 shall apply, unless the context otherwise indicates: -

6.2 **"Accident"** includes an occurrence associated with the operation of an aircraft which, in the case of a manned aircraft takes place between the time any person boards the aircraft with the intention of flight until such time as all such persons have disembarked, or in the case of an unmanned aircraft, takes place between the time the aircraft is ready to move with the purpose of flight until such time it comes to rest at the end of the flight and the primary propulsion system is shut down, during which:

- (a) a person is fatally or seriously injured as result of –
 - (i) being in the aircraft;
 - (ii) direct contact with any part of the aircraft, including parts which have become detached or are released from the aircraft; or
 - (iii) direct exposure to jet blast, rotor or propeller wake, except when the injuries are from natural causes, self-inflicted or inflicted by other persons, or when the injuries are to stowaways hiding outside the areas normally available to passengers and flight crew; or

(b) the aircraft sustains damage or structural failure which:

- (i) adversely affects the structural strength, performance or flight characteristics of the aircraft; and
- (ii) would normally require major repair or replacement of the affected component, except for engine failure or damage when the damage is limited to a single engine, (including its cowlings or accessories), to propellers, wing tips, antennae, probes, vanes, tyres, brakes, wheels, fairings, panels, landing gear doors, windscreens, the aircraft skin (such as small dents or puncture holes), or for minor damages to main rotor blades, tail rotor blades, landing gear, and hose resulting from hail or bird strike (including holes in the radome); or

(c) the aircraft is still missing after an official search has been terminated and the wreckage has not been located; or

(d) the aircraft is in a place where it is completely inaccessible.

6.3 **"Acts of unlawful interference"** means acts or attempted acts that jeopardise the safety of civil aviation and air transport, such as :

- (a) unlawful seizure of aircraft in flight;
- (b) unlawful seizure of aircraft on the ground;
- (c) hostage-taking on board an aircraft or on aerodromes;

- (d) forcible intrusion on board an aircraft, at an airport or on the premises of an aeronautical facility;
- (e) introduction on board an aircraft or at an airport of a weapon or hazardous device or material intended for criminal purposes;
- (f) communication of false information as to jeopardize the safety of an aircraft in flight or on the ground, of passengers, crew, ground personnel or the general public, at an airport or on the premises of a civil aviation facility;
- (g) forcible intrusion of an ATS Facility;
- (h) threatening to do harm to an Air Traffic Controller or an ATS Facility;
- (i) unlawful transmissions on an ATS Frequency;
- (j) unlawful interference, electronically or physically, with an ATS Frequency;
- (k) unlawful destruction of an ATS Facility;

6.4 **"Air-ground radio station"** means an aeronautical telecommunication station having primary responsibility for handling communications pertaining to the operation and control of aircraft in a given area;

6.5 **"Air navigation infrastructure"** means infrastructure including air navigation, communication and surveillance aids and air traffic control systems, provided for the movement of air traffic and where applicable, any building or structure on or to which such infrastructure or part thereof is housed or attached, and includes the premises on which such infrastructure or part thereof is situated, whether these be situated inside an aerodrome or elsewhere;

6.6 **"Air traffic control zone"** means airspace of defined dimensions established for the protection of air traffic on or at an aerodrome where an air traffic control service is provided;

6.7 **"Air traffic service"** means a service provided for the purpose of safe and efficient conduct of flight, expeditious and orderly flow of air traffic, assisting in aircraft search and rescue, and includes –

- (a) an aerodrome control service;
- (b) an approach control service;
- (c) an area control service;
- (d) a surveillance service;
- (e) a flight information service;
- (f) an aerodrome flight information service;
- (g) an air traffic advisory service; and
- (h) an alerting service;

6.8 **"Airworthy"** means –

- (a) when used in relation to an aircraft, that the aircraft is serviceable and meets all the requirements prescribed for the issuing of a certificate of airworthiness and such other requirements as have been prescribed for the continuing validity of such a certificate; and

(b) when used in relation to the status of an engine, propeller or rotor, or part of an aircraft, it conforms to its approved design and is in a condition for safe operation;

- 6.9 **"Certificate of fitness"** means the document issued to certify the acceptance of the applicant as being regarded as medically fit for appropriate flight duties.
- 6.10 **"Contractor"** means 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, Consultants, Service Providers or Contractors (includes principal contractor and subcontractors). NB: A contractor is an employer in his/her own right
- 6.11 **"Competent Person "**means a person who—
- has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
 - is familiar with the Act and with the applicable regulations made under the Act;
- 6.12 **"Deployment area"** means, any area within a Site which is identified and controlled by the Client where security officers will be deployed to render the Security Service;
- 6.13 **"First aid"** means first aid appropriate to the type of aircraft, and includes
- the recognition and treatment of food poisoning;
 - the recognition and treatment of contamination of the skin and eyes by aviation fuel and other fluids;
 - the recognition and treatment of hypoxia and hyperventilation;
 - first aid associated with survival training, appropriate to the routes to be operated; and
 - other related aeromedical aspects;
- 6.14 **"Flight duty period"** means any time during which a person operates in an aircraft as a member of its flight crew and it starts when the flight crew member is required by an operator to report for a flight, and finishes at on-chocks or engines off, on the final sector for that flight crew member;
- 6.15 **"Helicopter"** means a heavier-than-air aircraft supported in flight mainly by the reactions of the air on one or more power-driven rotors on substantially vertical axes;
- 6.16 **"Helicopter crewman"** means a person, other than a member of the flight crew, who is charged with duties by the operator essential to the helicopter

operation when engaged in winching or external-load operations or who acts as a loadmaster;

- 6.17 **"Helicopter-load combination"** means the combination of a helicopter and an external-load, including the external-load attaching means;
- 6.18 **"Safety, Health and Environmental (SHE) File"** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations;
- 6.19 **"Safety, Health and Environmental (SHE) plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;
- 6.20 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 6.21 **"TFR"** means Transnet Freight Rail, a division of Transnet SOC Ltd (Registration No. 1990/000900/30), a public company incorporated in accordance with the company laws of the Republic of South Africa
- 6.22 **"TFR Contract Representative"** TFR 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, Security Depot Manager, Senior Protection Officer, Leading Protection Officer, Maintenance Supervisor's etc.

7. SHE Policy

- 7.1 The Contractor shall submit a Safety, Health and Environmental Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Contractor.

8. Letter of Good standing

- 8.1 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'.
- 8.2 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.
- 8.3 The letter of good standing must reflect the name of the Contractor, registration number and expiry date.

9. Management and Supervision

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- 9.1 The Contractor shall submit a SHE organogram outlining the site SHE management structure including a Supervisor and other relevant appointments/competent persons or the intended appointments where such appointments have not been made.
- 9.2 The Contractor shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the SHE file.

10. SHE Committee Meetings and SHE Representatives

- 10.1 When required by legislation the Contractor shall appoint SHE Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.
- 10.2 SHE Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending SHE Committee meetings etc. Records of monthly inspections of SHE Representatives must be kept on the SHE file.
- 10.3 The number of SHE Representatives appointed shall be on ratio of 1 SHE Representative per 50 employees.
- 10.4 The Contractor must ensure that a SHE Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the SHE file. The Contractor representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.
- 10.5 The TFR Contract Representative or his deputy may attend meetings of the Contractor's health and safety committee as an observer.

11. SHE Audits, Inspections and Contractor Monthly Reports

- 11.1 The TFR Contract Representative or his deputy shall ensure that the Contractor SHE Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the SHE Plan is implemented and maintained.
- 11.2 TFR Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Contractor site offices and tool-sheds to inspect the Contractor and its subcontractor's equipment required to provide the service, registers and workplace.
- 11.3 Should any non-compliances or contraventions to the TFR safety requirements, legal requirements, this specification or the principal contractor's SHE Plan be identified, such non-compliances or contraventions shall be rectified by the contractor at its cost immediately or within a period specified by the TFR Contract Representative, his deputy, or TFR Safety Officers / Specialists.
- 11.4 Should the Contractor refuse or fail to rectify such non-compliances or contraventions, TFR may take remedial action at the Contractor cost as it may deem necessary to ensure the health and safety at the TFR sites at all times.

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- 11.5 TFR reserves the right to conduct safety audits without prior warning.
- 11.6 The Contractor shall provide a monthly safety performance report as required by TFR.
- 11.7 The Monthly safety performance report shall be compiled in terms of Annexure 1 or in any format that the Contractor has as long as it includes all items listed in Annexure 1.

12. Training, Competence and Awareness

12.1 Induction Training

- 12.1.1 The Contractor shall ensure that all his employees undergo a TFR SHE Induction with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the Contractor to inform TFR whenever new employees are appointed after the initial induction was conducted.
- 12.1.2 In addition to the TFR SHE induction, it is the responsibility of the Contractor to develop and implement a site specific SHE Induction programme, a job specific induction programme and a general employee SHE awareness programme, to develop awareness amongst employees on the generic SHE issues associated with the scope of work and the specific environmental issues in question.
- 12.1.3 The Contractor shall ensure that all visitors and suppliers to the site undergo and comply with Contractor site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.
- 12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.
- 12.1.5 The Contractor shall maintain comprehensive attendance records of SHE induction training on the SHE file.

12.2 Competency / Training

- 12.2.1 The Contractor must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards.
- 12.2.2 The Contractor shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact upon the environment and ensure that these employees will receive appropriate training. A Training matrix shall be used as a mechanism to manage and control the training of employees.

12.2.3 The Contractor shall identify all training needs and incorporate the site specific training into the SHE plan.

12.2.4 The Contractor shall be required to ensure that before an employee commences work on the contract that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee

12.2.5 The Contractor is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.

12.2.6 The Contractor must ensure that certificate/s of competence where applicable is/are provided in the SHE File.

12.3 Awareness Training

12.3.1 Awareness training required shall be identified for all employees on the project using the SHE Policy, the SHE Plan, risk assessment, the SHE programmes and procedures.

12.3.2 The Contractor shall have a daily safety talk. This talk shall include subcontractor employees.

12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employee

13. Health and Safety Plan (SHE Plan)

13.1 Potential Contractor submitting tenders shall submit with their tender, a Health and Safety Plan setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the OHS Act and Regulations, this SHE specification and particularly in respect of: -

- a) the provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees in terms of section 8 of the OHS Act;
- b) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- c) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

- 13.2 The Contractor Health and Safety Plan shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 13.3 The SHE Plan shall include full particulars in respect of: -
- (a) Safety Management Structure arrangements i.e. Appointments to be done and how;
 - (b) SHE Organisation arrangements i.e. SHE Committees, SHE Audits, findings and corrective actions
 - (c) Risk Management I.e. Risk Assessment frequencies, methodology
 - (d) Education and Training i.e. safety induction, site / job specific training arrangements
 - (e) Emergency Planning
 - (f) Health and Safety Communication i.e. Toolbox talks, incident recall
 - (g) Safe working methods and procedures to be implemented i.e. safe work procedures, task observation
 - (h) Personal Protective Equipment and Clothing
 - (i) Project Security i.e. site access control and security
 - (j) SHE Costs (declaration that adequate provision for cost of health and safety have been made in tender price.)
 - (k) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling, Ergonomics etc.
 - (l) Incident Management i.e. reporting and investigation
 - (m) Operational Control
 - (n) Review plan of the SHE Plan
- 13.5 The Contractor shall submit a final SHE Plan after awarding of the contract which shall be subject to the TFR Contract Representative's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothing be issued which, in the TFR Contract Representative's opinion, are necessary to ensure full compliance by the

Contractor with his obligations as an employer in terms of the OHS Act and Regulations.

- 13.6 The Contractor shall approve the SHE Plan of the subcontractor and further take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 13.7 The Contractor shall stop any subcontractor from executing any work, which is not in accordance with the Contractor's, and/or sub-contractor's SHE Plan for the site or which poses a threat to the health and safety of persons.
- 13.8 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TFR Contract Representative, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

14. Hazards Identification and Potential Hazardous Situations

- 14.1 The Contractor shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:
 - (a) The identification of the risks and hazards (including ergonomic risks) that persons may be exposed to;
 - (b) The analysis and evaluation of the hazards identified;
 - (c) A documented plan, including safe work procedures to mitigate, reduce or control the; risks identified;
 - (d) A monitoring and
 - (e) Review plan
- 14.2 Person conducting such risk assessment use a documented method to analyse and evaluate identified risk and hazards.
- 14.3 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.
- 14.4 The risk assessment shall be reviewed when there are changes to the operations that may affect the health and safety of persons and may be detrimental to the environment, legislation or after an incident.
- 14.5 The Contractor shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related safe work procedures by a

competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan. Proof of such training shall be kept on the SHE file

- 14.6 The risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to Contractor employees, the activities shall be stopped until such time the Contractor complies.
- 14.7 The Contractor and the TFR Contract Representative shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract.
- 14.8 The Contractor shall be required to analyse his scope of work and define critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used in order to complete the activity safely.

15. Safety, Health and Environmental (SHE) File

- 15.1 The Contractor shall prepare a SHE file and submit to TFR Contract Representative for approval prior to commencement of work on site. The approval time of the file is at least 5 working days.
- 15.2 The file shall include SHE Plan, risk assessment and all documentation required as per this specification, the OHS Act and applicable regulations.
- 15.3 The Contractor shall ensure that a copy of the his SHE File is kept on site and made available to an inspector of the Department of Labour, the TFR Contract Representative
- 15.4 The Contractor shall hand over a consolidated SHE file to the TFR Contract Representative upon completion of the contract.

16. Occupational Health

16.1 Fitness for Work and Fatigue Management

- 16.1.1 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.
- 16.1.2 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.
- 16.1.3 A programme to manage these risks must be implemented, and it must include:
 - Mechanisms for managing fatigue, stress and lack of fitness;

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- 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.

16.1.4 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.

16.1.5 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.

16.1.6 Alcohol and drug testing on the contract 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.

16.1.7 Alcohol and drug testing may also be carried out as part of a Pre-Employment Medical Examination.

16.1.8 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).

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

16.1.10 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.

16.1.11 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.

16.1.12 The contractor is responsible for the administration of the working hours of his employees and of any appointed sub-contractors.

16.1.13 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.

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16.1.14 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.

16.1.15 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.

16.1.16 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.

16.1.17 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.

- 16.1.18 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 TRN-IMS-GRP-GDL-014.3 Version 2.0 Page 81 of 91 Contractor Management Procedure ©Transnet SOC Ltd 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.
- 16.1.19 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.
- 16.1.20 An employee's certificates of fitness must be included in his or her 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.
- 16.1.21 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.

16.2 Medical Surveillance Programme

- 16.2.1 The Contractor shall ensure that all his employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.
- 16.2.2 Medical certificate of fitness must be available and be kept in the SHE file.
- 16.2.3 The Contractor shall ensure that any employees deployed during the course of the contract is declared fit for duty

16.3 Substance Abuse

- 16.3.1 The Contractor shall comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.
- 16.3.2 No Contractor employee may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.
- 16.3.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:
- (a) He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;
 - (b) Refuses to undergo substance screening and/or testing;

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- (c) He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or
- (d) Through observation by security personnel or TFR Contract Representative, it is evident that the contractor's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.
- (e) The Security officers must be subjected to substance abuse testing before commencement of the shift, monitored during the shift and tested after an occurrence.

16.3.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.

16.3.5 Any Contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

16.4 First Aid requirements

16.4.1 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.

16.4.2 The Contractor shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it.

16.4.3 Taking into account the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Contractor shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).

16.4.4 The Contractor must ensure that trained / certificated first-aid personnel are appointed and be available on site at all times. The ratio of first aiders to employees shall be 1:50.

16.5 Noise

16.5.1 The Contractor shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.

16.5.2 The Contractor shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.

16.5.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Contractor shall take appropriate measures to reduce such

levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.

16.5.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.

16.5.5 The Contractor shall ensure that its employees comply with PPE requirements in demarcated noise zones.

16.6 Manual Handling

16.6.1 Contractor must reduce risk of injury due to manual handling by using mechanical assistance involving the use of mechanical aids to assist the manual handling operation. Mechanical aids such as hand-powered hydraulic hoists, specially adapted trolleys etc. can be used.

16.6.2 Contractor shall ensure all employees involved in manual handling are trained in good lifting techniques.

16.7 Weather precautions

16.7.1 In the event of adverse weather (high winds, flooding, storm surge, lightning etc.) or other conditions, the Contractor must institute precautionary measures to protect employees on site.

16.7.2 The Contractor shall take steps to prevent heat stroke, dehydration and exhaustion of employees as a result of exposure to excessive heat on site. Such steps may include employees taking regular breaks, consuming enough water, provision of sun brims for their hard hats and sun screen to protect them against sun burn.

16.7.3 The Contractor shall take steps to prevent hypothermia or dangerous overcooling of the body as a result of exposure to cold temperatures.

16.8 Substance Abuse

16.8.1 The Contractor shall comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.

16.8.2 No Contractor employee may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.

16.8.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:

- (a) He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;

- (b) Refuses to undergo substance screening and/or testing;
- (c) He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or
- (d) Through observation by security personnel or TFR Contract Representative, it is evident that the contractor's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.
- (e) The Security officers must be subjected to substance abuse testing before commencement of the shift, monitored during the shift and tested after an occurrence.

16.8.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.

16.8.5 Any Contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

16.9 Welfare Facilities

16.9.1 The Contractor must ensure that all workplace facilities meet health, safety and welfare needs of all employees, including disabled persons where applicable.

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

- (a) shower facilities, at least one shower facility per 15 persons
- (b) at least one sanitary facility for each sex and for every 30 workers
- (c) changing facilities for each sex; and
- (d) sheltered eating areas

16.9.3 The Contractor must provide reasonable and suitable living accommodation for the workers at sites who are far removed from their homes and where adequate transportation between the site and their homes or other suitable living accommodation, is not available.

16.10 COVID 19 Requirements

16.10.1 The Contractor shall complete and submit to the TFR Contract Manager a declaration stating that the contractor is permitted to operate in terms of the provisions of the Disaster Management Act 2002 (Act No 57 of 2002) and Regulations, Transnet COVID-19 Guidelines and COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020 and have prepared a COVID-19 Workplace Readiness Plan and shall operate within the regulated permissions and restrictions of applicable lockdown level.

16.10.2 The Contractor must ensure that all its employees are trained on the health risks and hazards associated with COVID-19 and what precautionary measures

they must follow for the protection of their health, including the proper use and maintenance of PPE. They are prepared and informed regarding updated rules, hygiene and behavioural practices, complete a "return to work interview" with their line manager and sign commitment to maintain social distancing.

- 16.10.3 The Contractor shall ensure that every employee reporting for duty is screened to ascertain whether they have any observable symptoms associated with COVID-19 and require such employee to immediately inform the contractor if he/Health and Safety experiences such symptoms
- 16.10.4 Non-essential physical work that requires close contact between workers should be avoided where it is possible to do so.
- 16.10.5 Where it is practicable, every employee must be issued with own tool for use for the duration of the shift. Tools and equipment in stores should be sanitised before issued and on return to the stores.
- 16.10.6 Washing hands facilities must be provided on site, and where it is not available, employees should be provided with hand sanitisers. Employees should be encouraged to regularly wash their hands.
- 16.10.7 Alcohol testing on site should be managed in such a way that no employee is exposed to the virus and contractors must promote personal hygiene. Breathalyzer equipped with disposable mouthpieces shall be used and shall be cleaned and/or disinfected after every use.
- 16.10.8 All non-essential visitors to site are not allowed, only suppliers are allowed. Suppliers must be advised in advance of the COVID-19 site screening tests and required COVID-19 PPE requirements for the site.
- 16.10.9 Where site meetings are held, only absolutely necessary meeting participants should attend. Social distancing should be maintained.
- 16.10.10 The Contractor shall when transporting his employees to TFR premises comply with the regulations which outlines that 70% of the vehicle capacity can be utilised.
- 16.10.11 The Contractor shall inform the TFR Contract Manager when any of its employees working on TFR premises has been diagnosed with COVID-19. The contractor shall investigate the cause and control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place.

16.11 Smoking

- 16.11.1 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.

- 16.11.2 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.

17 Incidents/Occurrences

- 17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act involving the contractor on TFR premises, shall be reported to the TFR Contract Representative and Department of Labour as prescribed by the OHS Act.
- 17.2 TFR must be forwarded with a copy of a report of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his sub-contractor, any person or machinery under his control on TFR premises.
- 17.3 TFR Contract Representative must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.
- 17.4 The Contractor shall make available its employees to attend as witnesses when required so by TFR during an investigation into any incident where TFR believes the said contractor employees were witnesses or may assist in the investigation.
- 17.5 The Contractor shall make available to TFR any documents required to assist in their investigation.

18. SHE Cost

- 18.1 The Contractor shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer. The Contractor must ensure that his tender price is inclusive of the cost of health and safety as they will not be invoiced separately.
- 18.1 The Contractor shall ensure that it's sub-contractors have made adequate provision for the cost of health and safety measures in the tender offer.

19. Personal Protective Equipment (PPE)

- 19.1 The Contractor shall ensure that all employees are provided with appropriate Personal Protective Equipment (PPE), free of charge, suitable for the type of activities that the employees will perform.
- 19.2 Such PPE shall be approved by credible institution such as SABS, EN, or AN.
- 19.3 The Contractor shall manage the issuing of PPE and ensure that PPE is used at all times. Employees shall be trained in the proper use of PPE.

- 19.4 The contractor shall monitor conformance to PPE requirements at the parade and during the course of the shift.

20. Emergency Evacuation Plan and Procedure

- 20.1 The Contractor must establish and implement an emergency evacuation plan to ensure that in the event of fire, explosion structural collapse etc. all staff is able to evacuate the area to a demarcated area for the purpose.
- 20.2 The area so selected must be demarcated and the relevant "Assembly Point" sign displayed where applicable or use TFR nearest assembly point.
- 20.3 An Emergency Evacuation Procedure must be drawn up; all staff members and contractors shall be given awareness training and participate in regular evacuation drills.
- 20.4 The Contractor and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

21. Access Control and Security

- 21.1 The Contractor shall, before commencing any work, obtain from the TFR Contract Representative, a Site Access Certificate executed and signed by him or the relevant TFR personnel, permitting and limiting access to the designated site or place of work by the Contractor.
- 21.2 The Contractor must assess the security risks and implement appropriate measures. All contractors are to strictly adhere to all security requirements on the premises.
- 21.3 The Contractor in collaboration with the TFR Contract Representative will ensure that proper access control is in place and functional at all times onto and out of the site. A form of access control will be issued to Contractor employees who have been inducted and submitted copies of ID documents or work permits (where required).
- 21.4 Contractor shall ascertain from TFR Contract Representative the correct route along which their employees may proceed when coming on or going off shift and direct their employees according

22. Environmental Management

- 22.1 The Contractor shall adhere to all instructions issued by TFR contract representative in promotion of environmental management and legal compliance.
- 22.2 The Contractor shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of National Environmental Management Act (NEMA), 1998 and National Water Act (NWA), 1998. The Contractor shall ensure that all necessary material and equipment required for use during clean – up/rehabilitation of spills and leaks

are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.

- 22.3 The Contractor must notify the TFR Contract representative immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.
- 22.4 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.
- 22.5 Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.
- 22.6 No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.

23. Operational Safety

23.1 Vehicle Safety

With respect to vehicles, the Contractor must ensure that:

- 23.1.1 They are of an acceptable design and construction, are maintained in a good working order and are used in accordance with their design and the intention for which they were designed.
- 23.1.2 Are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle.
- 23.1.3 Are operated by a person who has a medical certificate of fitness to operate those vehicles, issued by an Occupational Health Practitioner.
- 23.1.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV's / bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.
- 23.1.5 Vehicles are fitted with structures designed to protect the Operator from falling material or from being crushed should the vehicle overturn.
- 23.1.6 Vehicles must be inspected by the authorised Operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the vehicle.

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- 23.1.7 Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.
- 23.1.8 Those working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

24. Housekeeping and general safeguarding

- 24.1 Contractor must ensure that good housekeeping practices are continuously implemented on each work site
- 24.2 The Contractor must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.
- 24.3 The Contractor must ensure that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways
- 24.4 The Contractor must ensure that materials which are no longer required for use do not accumulate on and are removed from the site at appropriate intervals.

25. Stacking and Storage

- 25.1 The Contractor shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage of material.
- 25.2 Storage areas provided for the safekeeping of equipment and material are demarcated as storage areas and are kept neat and under control.

26. Fire Precautions and Fire Safety

- 26.1 The Contractor must ensure that all appropriate measures are taken to avoid the risk of fire. The Contractor shall comply to the fire precautions as stipulated in the Environmental Regulations for Workplaces, 1987 and regulation 29 of the Construction Regulations, 2014
- 26.2 Sufficient and suitable storage is provided for flammable liquids, solids and gases.
- 26.3 Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials
- 26.4 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided.
- 26.5 The Contractor shall ensure that the work areas are clear, at all times, of any material, which could fuel a fire and that combustible materials do not

accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place.

- 26.6 A thorough inspection is made of the work site at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (all machines to be turned off at main switches, and cylinders to be closed and hoses deflated).
- 26.7 Welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.
- 26.8 Electric welding, oxy-welding or cutting, or any other fire hazardous equipment is not to be used inside or adjacent to electrical switch room, control room, cable duct, any electrical equipment or cables without the permission of the Contract Manager.
- 26.9 Suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned and that such equipment is maintained in a good working order.
- 26.10 The fire equipment is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof
- 26.11 Sufficient number of employees are trained in the use of fire extinguishing equipment and familiarise themselves with locations of fire fighting equipment in the work site.
- 26.12 There is an effective evacuation plan providing for all persons to be evacuated speedily without panic, accounted for and a siren is installed and sounded in the event of a fire.
- 26.13 Where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire and the means of escape is kept clear at all times.
- 26.14 The Contractor must ensure that fire fighting equipment are not to be used for any purpose other than their intended use.

27. SHE Signage (Symbolic Safety Signs) on plant and in buildings

- 24.7.1 The Contractor employees shall comply with all SHE signage posted at various locations of TFR sites.
- 24.7.2 The Contractor shall provide "wet floor signage" warns others when cleaning floors where there is a risk that persons may slip as a result of the wet floor.

28 Operating certificates

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- 28.1 The operator of a non-type certificated aircraft used for the provision of flight training or in commercial air transport operations, as the case may be, shall not operate the aircraft unless such operator is the holder of a valid:
- (a) ATO approval, issued in terms of Part 141; or
 - (b) licence issued in terms of the Air Services Licensing Act, 1990; and
 - (c) operating certificate issued in terms of regulation.

29. Work in Confined Space

- 29.1 The Contractor shall ensure that a confined space is only entered by an employee or any other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.
- 29.2 the Contractor shall take steps to ensure that any confined space in which there exist or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or likely to have, an oxygen content of less than 20 percent by volume, is entered by an employee or other person only when:
- (a) the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and
 - (b) the confined space is isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.
- 29.3 The Contractor shall ensure that the provisions of General Safety Regulation 5 are complied with regard to work on confined space
- 29.4 The Contractor must take into consideration that a tunnel is defined as a confined space in terms of the General Safety Regulations and must ensure compliance to the above when working in tunnels

30. Duties of holder of operating certificate

- 30.1 The holder of an operating certificate shall :
- (a) notify the Director before any change is effected to the particulars on the operating certificate;
 - (b) keep the operating certificate in a safe place and produce such operating certificate to an authorised officer, inspector or authorised person for inspection
 - (c) if so requested by such officer, inspector or person authorised person; and

- (d) not commence or continue with the air service concerned unless such holder is the holder of a valid operating certificate.

31. Conditions in respect of use of firearm possessed in terms of section 21 of the PSIRA Act

- 31.1 A firearm in respect of which an authorisation in terms of section 21 of the Act has been issued may only be used –
 - (a) where it is safe to be used and only for a lawful purpose; and
 - (b) in accordance with the stated purpose of use as reflected in the application that was submit

32. Packaging of firearms and ammunition during transportation

- 32.1 During transportation of firearms and ammunition by a holder of a firearm transporter's permit - (
 - a) firearms must be packed separately from ammunition, and all ammunition must be removed from firearms in a safe manner, before transportation.
 - (b) firearms and ammunition must be transported in an appropriately locked metal container, and must be packed to ensure maximum safety and minimum exposure; and
 - (c) direct continues supervision and control of firearms and ammunition being transported is required.
- 32.2 These provisions do not derogate from any other provision in a law prescribing standards for the transportation of firearms and ammunition.

33. Carrying of handgun by employee of Official Institution in holster

- 33.1 A holster must conform to the following requirements when the employee of the Official Institution is on duty and performs official duties:
 - (a) In uniform, the firearm must be carried in a holster that is worn by or attached to his or her person and the make must be such that a safety-clip to lock in the firearm must be provided and such a holster may be exposed;
 - (b) in mufti, the firearm must be carried in a holster that is worn by or attached to his or her person and the make must be such that a safety-clip to lock in the firearm must be provided and such a holster must be concealed.

34. Provision of firearm training by Official Institutions

- 34.1 An Official Institution that provide firearms to its employees, must ensure that its employees receive the necessary practical and theoretical training to ensure that the employees are competent to possess and use the firearms.
- 34.2 All practical training or testing which will involve the actual firing of a firearm shall be conducted at a shooting range that complies with the applicable compulsory specification set in terms of the Standards Act, 1993 (Act No. 29 of 1993) and which has been accredited under this Act.

34.3 An Official Institution must ensure that the prescribed training is only provided by a person registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995) read with the Skills Development Act, 1998 (Act No. 97 of 1998) and who is accredited with POSLEC SETA as a service provider to provide training in the safe use and handling of firearms.

35. Electrical Equipment

The Contractor must ensure that:

- 35.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and Regulation 24 of the Construction Regulations and OH&S Act.
- 35.2 All electrical installations, machinery and electrical work is performed in compliance with TFR Electrical Safety Instructions and TFR E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment when working on, over, under, or adjacent to railway lines and near high voltage equipment.
- 35.3 When working on, over, under, or adjacent to railway lines and near high voltage equipment the Contractor shall ensure that it has the persons with the necessary certificates or/and authorisation to work on, over, under, or adjacent to railway lines and near high voltage equipment (C-Green certificate etc).
- 35.4 Connections are not made to any power supply without the prior written approval of the Contract Manager.
- 35.5 All electrical machines and appliances provided by the Contractor for his own use on the Site are in a serviceable condition
- 35.6 Power tools used on the Site are protected by residual current devices approved by Contract Manager and are double insulated.
- 35.7 All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected, tested and tagged by a Licensed Electrician at regular monthly intervals. Details of inspections and tests are kept in Log Books available for inspection by the Contract Manager or any other authorised Officer of TFR.
- 35.8 All electrical installations are inspected by the Contract Manager (or his nominee) to ensure that the installation complies with the Statutory Regulations applicable to the site and TFR Electrical Safety Instructions. Any installations deemed unsatisfactory by the Contract Manager should be removed by the Contractor at his expense.
- 35.9 Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp. Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible. Hand lamps are of the 'all insulated' type.

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- 35.10 All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer.
- 35.11 The Contractor must obtain approval from the Contract Manager before any of his employees or Sub-contractors commence work within three (3) metres of conductor rails or high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) metres.
- 35.12 Only authorised persons may enter Electrical Contactor Houses, Motor Rooms, Switch Rooms, Control Rooms or Cable Ducts. Should the Contractor require entering such places to carry out work, he must first obtain permission from the Contract Manager and obtain a valid Permit to Work.
- 35.13 The Contractor's employees required to enter such electrical spaces "authorised persons", with the names entered in the TFR Authorised Persons Register, after receiving approval from the TFR Electrical Officer, or they are accompanied by an authorised person who must supervise the placement of Danger Tags and Out-of-Service Tags, as well as Electrical Isolation Permit.
- 35.14 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use.
- 35.15 Such monthly inspection(s) are to be performed by an appropriately qualified Electrician.
- 35.16 No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of the Electrical Installation Regulations.
- 35.17 No person shall authorize, design, install or permit or require the installation of an electrical installation, other than in accordance with a health and safety standard provided that the components within an electrical installation shall comply with the standards and proof of compliance shall be identifiable on the components or certification shall be available from the supplier or manufacturer of the components.
- 35.18 Contractor shall provide further that item of an electrical installation not covered by such incorporated safety standard, and the conductors between the point of supply and the point of control, shall be installed in accordance with the by-laws or regulations of the supplier concerned.
- 35.19 A registered person shall exercise general control over all electrical installation work being carried out, and no person shall allow such work without such control: Provided that where the voltage exceeds 1kV, the installation shall be designed and supervised by a person deemed competent

- 35.20 No supplier shall restrict the application of a health and safety standard when an electrical installation is installed, except where the distribution system of the supplier may be adversely affected by the application thereof.

36. Management of Subcontractors

- 36.1 The Contractor is directly responsible for the actions of his contractors/sub-contractors.
- 36.2 The Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.
- 36.3 The Contractor shall provide any contractor who is making a bid or appointed to perform construction work, with the relevant sections of the documented SHE specification, who would in turn provide a SHE plan for approval.
- 36.4 The Contractor shall carry out inspection/audits on the contractor/subcontractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TFR Representative.
- 36.5 The Contractor shall stop any contractor/subcontractor from executing construction work which poses a threat to the safety and health of persons or the environment.
- 36.6 The Contractor shall ensure that the sub-contractors appointed have the necessary competencies and resources to perform the work safely.
- 36.7 The Contractor will be required to submit 37(2) mandatory agreement between the Contractor and subcontractor to the Contract Manager

37 National Railway Safety Regulator Act / Railway Safety

- 37.1 Where the activities of the Contractor impacts 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.
- 37.2 The Contractor when engaging subcontractor must review the capability of the proposed contractor to comply with specified railway safety requirements and/or regulations.
- 37.3 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.
- 37.4 The Contractor shall ensure when working in the yard, or adjacent to railway lines, employees are protected from the risk of being hit by trains.

38 Fall Protection Plan

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- 38.1 In the event of the risk and hazard identification, as required in terms of clause 14 of this Specification, revealing risks relating to working from a fall risk position, the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 38.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of the contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 38.3 The fall protection plan shall include:-
- (a) a risk assessment of all work carried out from a fall risk position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from a fall risk positions;
 - (e) rescue plan; and
 - (f) the procedure addressing the inspection, testing and maintenance of all fall protection equipment

39 Excavations, Floor Openings and Trenches

The Contractor must ensure that:

- 39.1 All excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose.
- 39.2 Evaluation of the stability of the ground, as far as is reasonably practicable, before excavation work begins.
- 39.3 Sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation.
- 39.4 No person is permitted to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or such an excavation is in stable material: Provided that permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions.
- 39.5 Where any uncertainty pertaining to the stability of the soil still exists the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by

both the competent person and the professional engineer or technologist, as the case may be.

- 39.5 The shoring or bracing used is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question.
- 39.6 No load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- 39.7 Where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons.
- 39.8 Convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working.
- 39.9 The location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved.
- 39.10 Every excavation, including all bracing and shoring, is inspected by the competent person, daily, prior to the commencement of each shift; after every blasting operation; after an unexpected fall of ground; after damage to supports; and after rain in order to ensure the safety of the excavation and of persons.
- 39.11 The results of such inspections must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee.
- 39.12 Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor.
- 39.13 All precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation.
- 39.14 Where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation.
- 39.15 Warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

40. Confidentiality

- 40.1 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.
- 40.2 The Contractor 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.
- 40.3 The Contractor shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.
- 40.4 The contractor must provide adequate physical protection for any confidential documents, etc., which were obtained from TFR in connection with the contract work as well as any copies made thereof.

ANNEXURE 1**CONTRACTORS MONTHLY SHE REPORT**

For Month/Year		Name of Contractor	
Name of Project			
Project Number	Date of Commencement	Date of Completion	
Number of employees	Man-hours worked this Month	Cumulative (Project duration man-hours)	Man-hours Since last Lost Time Incident (LTI)
			DIFR

1. Details of SHE Incidents

Incident	This Month	Cumulative(Project duration)	Short description of major/ significant incidents and preventative action taken
Number of fatalities			
Number of disabling incidents			
Number of Medical Treatment Cases			
Number of first aid Cases			
Number of near miss incidents			
Motor vehicle incidents			
Number of environmental incidents			
Positive substance abuse incidents			
Substandard Act/ Conditions observed			
Legal violations observed			

2. Details of SHE Meetings

Date	No of	Major SHE Concerns	Action taken
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Contractor Signature.....

Date.....

	participants		

3. Details of Audits/Inspections

Date	Area / Facility	Findings/Recommendations	Action taken

5. Details of any SHE Promotional activities for the month

Date	Activity	Remarks

6. Safety Communication

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

.....
Name of Contractor Representative

.....
Signature

.....
Date

Contractor Signature.....

Date.....